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Attorneys for Plaintiff HOWARD MOORE,
on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

ANTHONY GARCIA, and HOWARD
MOORE, on behalf of himself, and all persons
similarly situated;

Plaintiffs,

v.

SYSCO RIVERSIDE, INC., a Delaware
Corporation; SYSCO CORPORATION, a
Delaware Corporation; and DOES 1 through 50
inclusive,

Defendants.

Lead Case No. CVRI2103935
[Consolidated with Case No.: CVRI2201916]

Assigned for All Purposes to
Hon. Harold W. Hopp, Dept. 1

CLASS AND REPRESENTATIVE ACTION

**DECLARATION OF JAMES R. HAWKINS
IN SUPPORT OF PLAINTIFFS' MOTION
FOR MOTION FOR FINAL APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT AND AWARD OF FEES,
COSTS, AND SERVICE PAYMENTS**

Date: December 13, 2024

Time: 8:30 a.m.

Trial Date: None set

1 I, James R. Hawkins, declare as follows:

2 1. I am an attorney at law, duly licensed to practice before all Courts in the State of California, and
3 managing shareholder of James Hawkins APLC, counsel of record along with Workers' Advocate Law
4 Group P.C, for the Plaintiffs Anthony Garcia and Howard Moore, and the putative class in the above
5 entitled consolidated action. I have personal knowledge of the facts set forth below and if called to testify
6 I could and would do so competently.

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

8 2. I believe that based upon my extensive experience as a class and representative action
9 employment and wage and hour litigator, I am qualified to evaluate the claims and viability of the
10 defenses. Based on the history of this case, the strength of the claims and defenses, and the
11 overwhelmingly positive response of the Class to the notice process, it continues to be my view that the
12 settlement is fair, reasonable, and adequate, and in the best interest of the Class.

13 3. As set forth in greater detail in the Motion for Preliminary Approval of Class Action and
14 PAGA Settlement and accompanying declarations, the Settlement Agreement was the product of arms-
15 length negotiations between highly able and experienced attorneys on both sides who possessed the
16 relevant data and extensive legal research which they had carefully analyzed. Class Counsel obtained
17 significant pertinent policies, documentation, sampling data and class data prior to the mediation which
18 allowed Class Counsel to perform a detailed analysis of the potential damages. The Parties then engaged
19 in a full day of arm's length negotiations aided by well-respected mediator, Hon. William C. Pate (Ret.).
20 Judge Pate continued his efforts until the Parties ultimately reached the Settlement Agreement which
21 they now request the Court finally approve.

22 4. On August 23, 2024, the Court entered an Order preliminarily approving the Class and
23 PAGA Settlement and Setting the hearing on the motion for final approval.

24 5. As detailed in the concurrently filed declaration of the administrator, notice was sent to
25 the Class and it was overwhelmingly well-received. The fact that no Class Members objected to the
26 Settlement and only 4 requested exclusion confirms the conclusion that the Settlement is fair, reasonable
27 and adequate and in the best interests of the Class Members. This is an excellent result.

6. Based upon all known facts and circumstances (as detailed more extensively in the Declarations submitted at preliminary approval and submitted on this Motion), I continue to endorse the Settlement Agreement as it is fair, reasonable and adequate, and in the best interests of the Class.

CLASS COUNSEL'S CLASS ACTION EXPERIENCE

7. In 1993, I graduated from the University of California, Los Angeles with a Bachelor of Arts Degree. Following graduation, I attended Whittier Law School. In 1996, while a full-time law student, I was also a full-time Judicial Extern for the Honorable Consuelo B. Marshall, United States District Court, Central District. After approximately five months of service for Judge Marshall, I became a fulltime extern for the United States Attorney's Office, Central District of California. My externship lasted for approximately five months. Thereafter, in 1997, I graduated from Whittier Law School. The same year, I was admitted to practice law in the State of California. 26.

8. From 1997 to 2007, I was a named partner at Hawkins & Sofonio, a law firm based out of Irvine, California. At Hawkins & Sofonio, I pioneered the employment department litigating plaintiff related employment issues such as: Wrongful Termination, Age Discrimination, Disability, Wage and Hour and Sexual Harassment claims. Through the success and experience I obtained litigating employment related matters, I commenced litigating Wage and Hour Class Actions in 2002. Since then, I have spent the vast majority of my practice litigating Wage and Hour Class Actions.

9. In 2007, I incorporated my wage and hour class action practice as James Hawkins, APLC. Since its inception, this law firm has been exclusively involved in class action and complex litigation. In 2009, I opened an additional office in Miami, Florida, prosecuting wage and hour class actions. Since 2002, I have been lead or co-lead counsel in hundreds of class action cases.

10. Although not an all-inclusive list, the following cases sets forth many of the class actions which I have handled as lead and/or co-lead counsel over the years:

- o *Mojica v. Compass Group, Inc., et. al.*, USDC Central District, Case No. 8:13-cv-01754;
- o *Dao v. 3M Company, et al.* USDC, Central District, Case No. CV-08-04554;
- o *Ortiz v. Kmart*, USDC, Central District, Case No. SACV 06-638 ODW;
- o *Morqan v. Aramark Campus, LLC*, USDC, Central District, Case No. SACV08-00412;

- o *West v Iron Mountain Information Management, Inc, et. al*, Los Angeles County Superior Court, Case No. BC393709;
- o *Gonzalez v. Superior Industries International, Inc., et al.*, Los Angeles County Superior Court, Case No. BC 357912;
- o *Acosta v. Fleetwood Travel Trailers of California, Inc., et al.*, Riverside County Superior Court, Case No. RIC 440630;
- o *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No. 05CC00293;
- o *Padron v. Universal Protection Service, et al.*, Orange County Superior Court, Case No. 05CC00013;
- o *Martinez v. Securitas Security Services USA, et al.*, Santa Clara Superior Court, Case No. 105-CV047499, et al. J.C.C.P. No. 4460;
- o *Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.*, Riverside Superior Court, Case No. RIC 420909;
- o *Ruiz, et al. v. Unisource Worldwide, Inc., et al.*, USDC, Central District, Case No. CV09-05848;
- o *Herrador v. Culligan International Company, et al.*, USDC, Central District, Case No. SACV 08-680;
- o *Defries v. Domain Restaurants, et al.*, Orange County Superior Court, Case No. 05CC00128;
- o *Denton v. BLB Enterprises, Inc., et al.*, Orange County Superior Court, Case No. 07CC01292;
- o *Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.*, Los Angeles Superior Court, Case No. BC411477;
- o *McMurray v. Dave and Busters, Inc., et al.*, Orange County Superior Court, Case No. 06CC00099;
- o *Osuna v. DFG Restaurants, Inc., et al.*, Los Angeles Superior Court, Case No. BC 330145;

- o *Burns v. Gymboree Operations, Inc., et al.*, San Francisco Superior Court, Case No. CGC-07-461612;
- o *Willems v. Diedrich Coffee, Inc., et al.*, Orange County Superior Court Case No. 07CC00015;
- o *Davila, et al. v. Beckman Coulter, Inc., et al.*, Orange County Superior Court, Case No. 07CC01347;
- o *Perez v. Naked Juice Company of Glendora, Inc.*, Los Angeles Superior Court, Case No. BC387088;
- o *Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and Hour Cases*, Los Angeles Superior Court, Case No. JCCP 4545;
- o *Placencia v. Amcor Packaging Distribution, Inc.*, Orange County Superior Court, BC495527;
- o *Galvan v. Goodwin Co.*, Orange County Superior Court, Case No. 30-2013- 00637062-CU-OE-CXC;
- o *Reyes v. Bristol Fiberlite*, Orange County Superior Court, Case No. 30-2013-00653425-CU-OE-CXC;
- o *Gutierrez v. HMT Tank*, USDC Central Dist., Case No. CV14-1967-CAS(MANx);
- o *Williams v. Il Fornaio America Corp.*, Sacramento County, Case No. 34-2011-0009616;
- o *Aguilar v. 7-Eleven, Inc.*, Orange County, Case No. 30-2009-002687141-CU-OE-CXC;
- o *Madrigal v. Huntington Beach Market Broiler, Inc.*, Orange County, Case No. 30-2012-00611260;
- o *Vang v. Jazz Semiconductor, Inc.*, Orange County, Case no. 30-2011-00460278;
- o *Cano v. Financial Statement Services, Inc.*, Orange County, Case No. 30-2013-00653349-CU-OE-CXC;
- o *Gonzalez v. Quality Aluminum Force, LLC*, Orange County, Case No. 30-2015-00817941-CU-OE-CXC;

- o *Smith v. Space Exploration Technologies Corp.*, Los Angeles County Case No. BC554258;
- o *Madrigal v. Balda C Brewer, Inc.*, 30-2015-00820218-CU-OE-CXC.

THE CLASS REPRESENTATIVE SERVICE PAYMENTS ARE REASONABLE

11. The Settlement Agreement provides that Plaintiffs may request a Service Payment in addition to any payments that Plaintiffs are entitled to as Class Members and PAGA Members. The amount of the Service Payments were disclosed to the members of the Settlement Class in the Class Notice.

12. Based on my experience, it is my opinion that the requested Service Payment to Plaintiff Moore is reasonable and warranted in light of the time and effort he spent working on this case and the benefit his efforts conferred upon the Class. Plaintiff spent a significant amount of time over the past two and half years assisting class counsel with its investigation. Plaintiff Moore, along with Plaintiff Garcia, kept in regular contact with my and my co-counsel's office, provided relevant and helpful information throughout this litigation, and timely responded to all communications.

13. The requested \$7,500 Service Payment to Plaintiff Moore is fair and reasonable when compared to the payments approved in similar cases with which I am familiar. In total, the Service Payments to all Plaintiffs represent less than 1% of the Gross Settlement Amount and are well within the acceptable range awarded in similar cases.

14. My firm spent a considerable amount of time communicating and working with Plaintiff Moore, who provided factual information and documentation that was critical to our understanding of the case, which helped my firm prepare the complaint and pleadings in this litigation. Plaintiff took the time to explain Defendants' policies and practices related to the claims raised in the lawsuit, which were instrumental in understanding the claims and defenses asserted in the litigation. All of this was used in solidifying arguments used to negotiate a fair and reasonable settlement at mediation.

1 15. Plaintiff Moore has been involved in all stages of the litigation, has worked diligently to
2 represent the members of the Settlement Class and has put the interest of the Class above his own self-
3 interest. At all times, he has remained cognizant of her obligations and duties to the other Class Members.

4 16. Plaintiff Moore also assumed the risk of an adverse judgment and the financial
5 responsibility of such a judgment by bringing and maintaining this litigation. By stepping forward and
6 attaching her name to this litigation, Plaintiff jeopardized, and continues to jeopardize, the availability of
7 prospective employment because his name is now associated with employment litigation, particularly in
8 the internet age, where prospective employers may easily discover such information with a simple Google
9 search.

10 17. Furthermore, under the terms of the settlement, Plaintiff signed a general release as to all
11 potential claims he may have against Defendants, an expansive release that is not required of other Class
12 Members.

13 18. In my experience, there are few individuals who are willing to come forward to serve as
14 a named representative and to provide the hard work, diligence and personal financial risk that may come
15 with undertaking such role. Plaintiff's refusal to waiver in his decision to prosecute this case demonstrates
16 that he, at all times, has acted in the best interest of the members of the Class.

17 19. The requested \$7,500 Service Payment to Plaintiff Moore is fair and reasonable in light
18 of the time and effort he spent working on this case and the benefit his efforts conferred upon the Class.

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

21 20. In accordance with the terms of the Settlement Agreement, Class Counsel seeks an award
22 of attorneys' fees in the amount of \$722,573.00 in attorneys' fees (one-third of the Gross Settlement
23 Amount) and up to \$20,000.00 reimbursement for actual and necessary costs. Defendants does not
24 oppose these amounts. In this case, the Class Notice specifically notified Class Members that Class
25 Counsel would be seeking up to \$722,573.00 in attorneys' fees. No Class Member objected to the
26 settlement. This strong favorable response also supports the requested fees.

1 21. The attorney's fees and costs requests are respectfully believed to be reasonable. Class
2 Counsel represented Plaintiffs in this matter and have borne the entire risk and cost of this litigation on a
3 pure contingency basis. The legal issues raised in this case were complex and drew significantly upon
4 the experience of Class Counsel. The proposed attorneys' fees accurately reflect the legal marketplace
5 and are within the range of customarily approved fees by California courts.

6 22. Despite the complexity of the case, Class Counsel has, through our investment of
7 substantial effort and resources, secured an outstanding settlement on behalf of the Class Members. The
8 issues and arguments Class Counsel has encountered and overcome in arriving at the parties' negotiated
9 settlement terms were also many and complex and required skillful advocacy that can arise only out of
10 experience, professional perspective, and success. Plaintiffs would have faced substantial legal and
11 factual obstacles in demonstrating that Class certification was appropriate and that they would prevail on
12 the merits in light of Defendants' asserted defenses. Still, Class Counsel has negotiated a substantial
13 settlement on behalf of the Class for such claims. Defendants have vigorously challenged the claims pled
14 in the operative complaint, contested liability, the amount of claimed damages, the propriety of the
15 certification, and would have continued to do so through trial. Accordingly, Class Counsel believe the
16 Settlement to be fair, reasonable, and adequate and in the best interest of the Class Members. The fairness
17 and adequacy of the Settlement is confirmed by all known facts and circumstances, including the risk of
18 significant delay and uncertainty associated with litigation, the various defenses asserted by Defendants,
19 and numerous potential appellate issues.

20 23. Plaintiffs and Class Counsel respectfully submit the fees and costs provision of the
21 Settlement is fair and reasonable both when cross-checked under the lodestar and common fund method.
22 The total billable hours that I and my firm have invested and will invest in prosecuting this action, should
23 the settlement be approved by this honorable Court, is substantial. Our fees and costs request is fair and
24 reasonable because we have expended substantial time and effort in achieving the proposed Settlement.

25 24. I have personally devoted approximately 103.10 hours in prosecuting the Action. Such
26 hours were reasonable and necessary. My hourly rate is currently \$1050 per hour. The number of hours
27 that I expended for work performed and the corresponding attorney's fees of \$108,255.00 were
28

1 reasonable and necessary in obtaining the class-wide settlement that Plaintiffs now ask the Court to
2 finally approve. The following is a summary of my tasks and activities in prosecuting this matter:
3 investigating and researching claims, reviewing publicly available information; conferences and
4 interviews with client, reviewing documents related to employment, drafting complaints, conferences
5 and correspondence with defense counsel and co-counsel; numerous conferences with clients, reviewing
6 productions and data sets; preparing for mediation; revising the mediation brief; attending mediation;
7 conferences with defense counsel regarding claims and defenses; negotiations of the settlement;
8 compiling damages models; reviewing settlement in related case, drafting and revising motion to
9 intervene and related documentation; reviewing settlement documents and notices; preparing
10 declarations and revising motion for preliminary approval; revising documents in support of motion;
11 reviewing court orders; compiling data for approval motions; preparing declarations and revising motion
12 for final approval and fees motion; reviewing weekly summaries; correspondence with administrator;
13 assisting with pleadings and motions in the approval process; and day to day case management. I believe
14 James Hawkins, APLC's hourly rates are in line with, and, in fact are modest compared with the hourly
15 rates of other counsel in similar actions.

16 25. Christina Lucio is Of Counsel to James Hawkins, APLC and has been the lead day to day
17 attorney on this case. She has devoted approximately 124.3 hours in prosecuting the Action. Such hours
18 were reasonable and necessary. Ms. Lucio has 17 years of experience and primarily handled the day-to-
19 day litigation of this matter during the action. Ms. Lucio graduated from the University of California,
20 Riverside in 2003 and received her law degree from the University of Southern California in 2007. She
21 has been a member of the State Bar of California since 2007. Her practice focuses primarily on
22 employment law including wrongful termination, discrimination, retaliation, wage and hour violations
23 (individual and class action), and sexual harassment claims. In recent years, a substantial part of her
24 practice has been focused on class actions, including wage and hour litigation. Ms. Lucio's hourly rate
25 is currently \$775 per hour. The number of hours Ms. Lucio expended for work performed and the
26 corresponding attorney's fees of \$96,332.50 were reasonable and necessary. The following is a summary
27 of Ms. Lucio's tasks and activities in prosecuting this matter: drafting complaints and LWDA letter;
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1 client conferences; reviewing answer to complaint; reviewing relevant documentation regarding the
2 claims and defense; drafting stipulations; day to day correspondence and case management in this action
3 and the related action; attending case management and status conferences; drafting pleadings; preparing
4 informal discovery; reviewing productions; mediation preparation including working with an expert;
5 attending mediation; negotiations with the mediator; reviewing and revising MOU; reviewing and
6 revising the settlement agreement; reviewing and revising the preliminary approval motion and related
7 documents; preparing the declaration in support of the motion for preliminary approval; reviewing the
8 preliminary approval motion and related documents; correspondence with administrator; reviewing and
9 revising the final approval motion and related documents; preparing the declarations in support of the
10 motion for final approval; and attending hearings.

11 26. Mitchell Murray is Of Counsel to James Hawkins, APLC. Mr. Murray is a 2007 graduate
12 of the University of California, San Diego and 2012 graduate of California Western School of Law. He
13 was admitted to the State Bar of California in 2012. He is a member of the Consumers Attorneys of San
14 Diego. He was selected as a “Rising Star” in 2019 by Super Lawyers Magazine. Mr. Murray’s legal
15 experience has focused primarily on all areas of employment law. Since 2016, he has focused his practice
16 in the area of wage and hour class action. Mr. Murray has dedicated 95.80 hours prosecuting this action
17 on behalf of Plaintiff and the class. Such hours are reasonable and necessary. The following is a summary
18 of Mr. Murray’s tasks and activities in prosecuting this matter: reviewing and revising the pleadings;
19 attending case management conferences; drafting stipulation to consolidate; draft case management
20 conference statements; conferences and correspondence with co-counsel; conferences and
21 correspondence with co-counsel; conferences with client; attending mediation; reviewing and revising
22 MOU; reviewing and revising the settlement agreement; reviewing and revising the preliminary approval
23 motion and related documents; preparing supplemental declaration in support of preliminary approval;
24 correspondence with administrator; monitoring administration; reviewing and revising the final approval
25 motion and related documents. Mr. Murray's hourly rate is \$725.00 per hour. The number of hours
26 expended by Mr. Murray for work performed and the corresponding attorney's fees of \$69,455.00 are
27 reasonable and necessary.

27. Our associate attorney Paul Brown also invested approximately 15 hours in the litigation of this action and the related actions. Our associates' hourly rates are \$450.00 per hour. Mr. Brown was admitted to the bar in 2021. Such hours were reasonable and necessary in obtaining the class-wide settlement that Plaintiffs now ask the Court to finally approve. The following is a summary of our associate's tasks and activities in prosecuting this matter: drafting CMC statements and status conference statements, correspondence and conferences with co-counsel and defense counsel, correspondence with client, drafting informal discovery requests, document review, drafting complaints, appearing at conferences and hearings, interviews with witnesses and notes re same, legal research and memoranda re factual issues. The number of hours expended by Mr. Brown for work performed and the corresponding attorney's fees of \$6,750.00 are reasonable and necessary.

28. Our paralegals (Michael Cipriano, Darlene McLellan, and Melissa Whitson) have dedicated approximately 85.3 hours in assisting with the prosecution of this case. The following is a summary of our paralegal's tasks and activities in prosecuting this matter: setting up pleadings, CMC statements, and status conference statements, drafting discovery, correspondence and conferences with witnesses, correspondence and conferences with clients, interviews with witnesses and notes re same, memoranda re factual issues. Their hourly rate is \$200.00 per hour. The number of hours expended for work performed and the corresponding fees of \$17,060.00 are reasonable and necessary.

29. The lodestar for James Hawkins, APLC is approximately \$297,852.50. I submit that the requested attorneys' fees are fair and reasonable, as are the hourly rates at which our attorneys bill. In addition, we expect to spend at least another approximately 20 hours in connection with the final approval hearing and managing the settlement through conclusion. Pursuant to the Joint Prosecution Agreement (JPA) signed by Class Counsel and both Plaintiffs, James Hawkins APLC is entitled to 80% of the awarded fee (approximately \$578,058.40) and Workers Advocate Law Group, P.C. is entitled to 20% of the awarded fee (approximately \$144,514.60).

James Hawkins, APLC Lodestar Summary				
Timekeeper	Years	Hours	Rate	Total
James R. Hawkins	26	103.10	\$1050	\$108,255.00
Christina Lucio	17	124.30	\$775	\$96,332.50
Mitchell Murray	12	95.80	\$725	\$69,455.00

Associate Attorneys	1-2	15.00	\$450	\$6,750.00
Paralegal Staff		85.30	\$200	\$17,060.00
TOTALS		423.50		\$297,852.50

30. When combined with our co-counsel's lodestar of \$54,690.25 (see Declaration of Samy Harmoush), Class Counsel's combined lodestar is approximately \$352,542.75.

31. We respectfully submit that our hourly rates are reasonable in light of the hourly rates charged in the marketplace for comparable skill, years of experience and services. A true and correct copy of the 2021 Wolters Kluwer Real Rate Report, attached as **Exhibit 1**, and the Laffey Matrix, attached as **Exhibit 2**.

32. The Settlement that Class Counsel has negotiated on behalf of the Class confronts very difficult and potentially individualized issues which make certification and proof of merits challenging and work intensive. I and our firm's attorneys and paralegals, along with co-counsel, engaged in persistent advocacy of the class claims in order to secure this Settlement, and through our legal expertise and experienced negotiation techniques, we have achieved a very favorable result for the Class Members. Other attorneys without our experience and comprehensive knowledge and perspective in connection with complex employment litigation may not have been able to achieve such superior settlement terms on behalf of the Class. I believe the requested amount of attorneys' fees under the Settlement is a reasonable allocation given the excellent result we have secured for the Class Members. I, therefore, respectfully request the Court approve the allocated attorneys' fees under the Parties' Settlement.

33. In serving as Plaintiffs' counsel and Class Counsel in this matter, my firm will also seek reimbursement for the out-of-pocket costs of \$14,291.44 (actual costs as of November 11, 2024). This does not include the costs incurred by our co-counsel. A summary of the costs incurred by our firm to date in this action is attached herewith as **Exhibit 3**. Any sums not awarded will be available for distribution to the Class as part of the Net Settlement Amount. I believe that all of these fees and costs are reasonable and necessarily incurred in litigating this matter and in pursuit of the settlement.

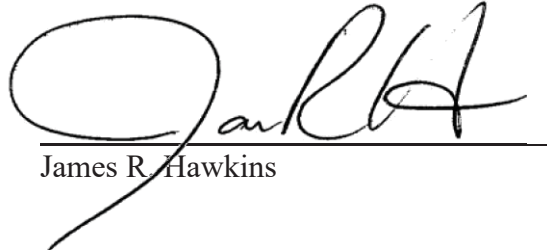
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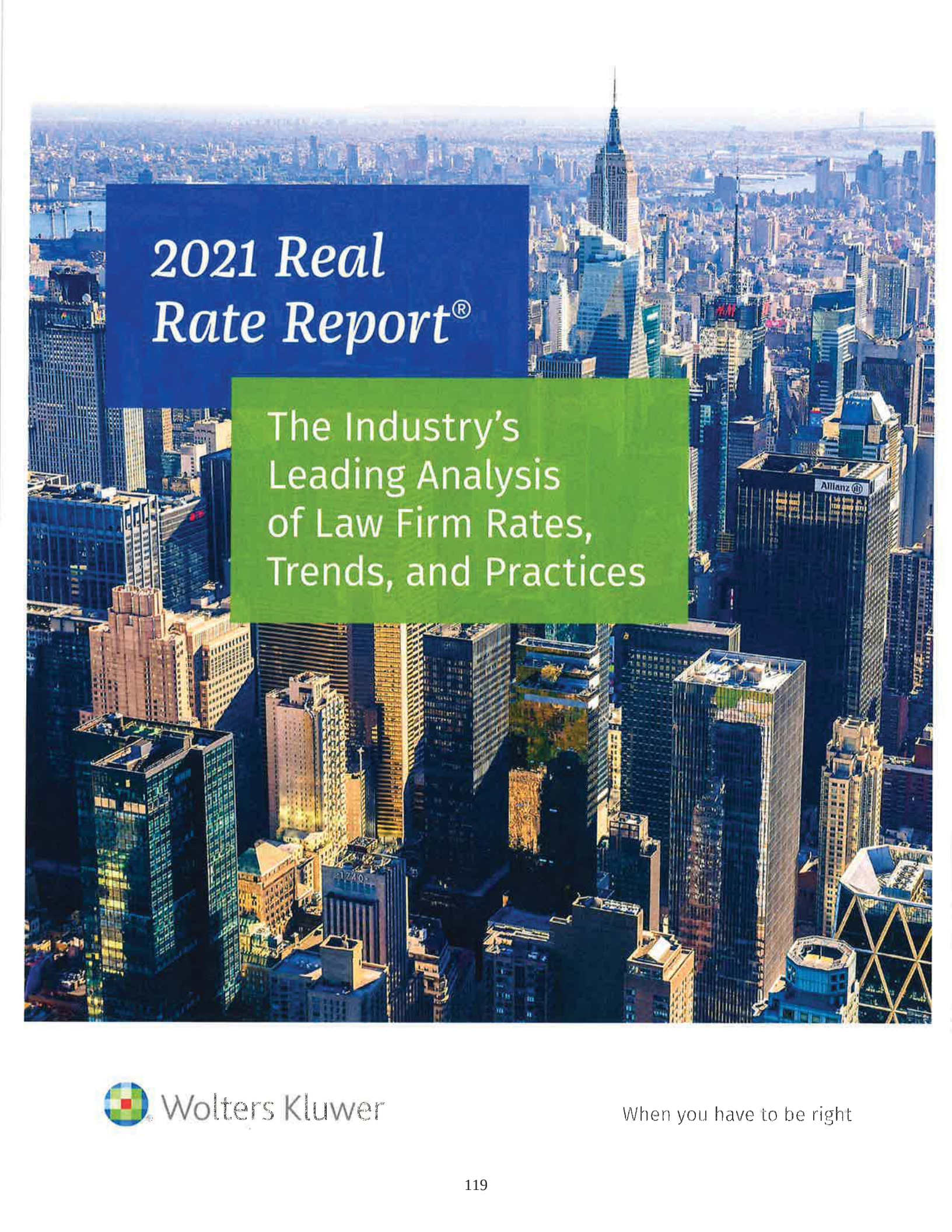
1 I declare under penalty of perjury under the laws of the State of California and the United States
2 of America that the foregoing is true and correct. Executed on this 20 day of November 2024 in Irvine,
3 California

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James R. Hawkins

Exhibit 1

An aerial photograph of the New York City skyline, featuring numerous skyscrapers and the Empire State Building prominently in the background. The image is used as a background for the report cover.

2021 Real Rate Report®

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



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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.

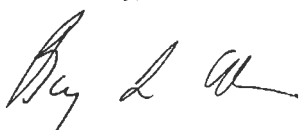
This year, we launched our LegalVIEW Insights Report series, which explores the emerging trends behind the overall legal spend volatility seen in corporate legal departments. The insights reports coupled with the Real Rate Report are great tools to drive actionable decisions.

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	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
Louisville KY	Non-Litigation	Associate	761	\$480	\$685	\$895	\$696	\$665	\$620
		Partner	559	\$600	\$880	\$1,160	\$894	\$872	\$816
Madison WI	Litigation	Associate	16	\$178	\$200	\$278	\$225	\$227	\$214
		Partner	18	\$265	\$356	\$405	\$344	\$353	\$338
Memphis TN	Non-Litigation	Associate	12	\$208	\$215	\$249	\$224	\$230	\$197
		Partner	20	\$298	\$340	\$369	\$345	\$346	\$334
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 2

LAFFEY MATRIX

[History](#)
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753

6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

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

* $\frac{1}{2}$ 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

Report Date: 11/11/2024
Report Time: 1:43PM
Page: 1 of 3
User ID: Miccolis

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 11/11/2024
Client: SYSCORIVERSE - Howard Moore
Matter: SYSCORIVERSIDE - Sysco Riverside, Inc- Howard Moore v. Sysco (GARCIA)

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
05/13/2022	FST	First Legal Network- Filed Complaint for other employment, process served Complaint;Initial Docs,Ntcs,ADR, and Complaint, Initial Docs Ntcs,ADR In30199329	\$1,927.97		Unbilled				
05/19/2022	FIL	Filing Fee - 05.13.22 LWDA Filing Submission	\$75.00		Unbilled				
05/19/2022	POS	Postage - 05.13.22 LWDA Letter mailed via Cert Mail to Agent(s)	\$36.64		Unbilled				
06/07/2022	FST	First Legal Network- E-Filing: POS, POS, Ntc of CA CM IN#30202789	\$74.60		Unbilled				
06/15/2022	CRT	Court Documents - 5/31/22 CM Order	\$14.50		Unbilled				
07/19/2022	FST	First Legal Network - E-Filing, Amended Complaint; E-Filing, Joint Stip to Permit Plaintiff; E-Filing, Joint Stil to Permit Plaintiff IN#30205948	\$104.30		Unbilled				
07/26/2022	CRT	Court Documents - Minute Orders	\$2.00		Unbilled				
09/15/2022	CRT	Court Documents - Order	\$2.00		Unbilled				
09/15/2022	FST	First Legal Network - E-Filing: Amended Complaint IN#30212421	\$37.30		Unbilled				
09/16/2022	ONE	One Legal Services - Joint Statement of Case- In#04375459	\$16.78		Unbilled				
10/17/2022	CRT	Court Documents - 10.17.22 Stip to Consolidate(Denied) - Garcia	\$5.00		Unbilled				
10/18/2022	FST	First Legal Network - E-Filing - Joint Status Conference Statement IN# 30216387	\$37.30		Unbilled				
10/20/2022	FST	First Legal Network - E-Filing - Joint Status Conference Statement IN# 30216387	\$37.30		Unbilled				
12/23/2022	MED	Mediation Services- IN#6442572 CK#10511	\$5,025.00		Unbilled				
04/10/2023	CRT	Court Documents - 04.10.23 Pulled minute order off docket and order	\$6.00		Unbilled				
08/31/2023	FST	First Legal Network - E-Filing - Joint Status Conference Statement In# 30248438	\$39.55		Unbilled				
10/11/2023	FST	First Legal Network - Filing - CM Statement In# 30256289	\$39.55		Unbilled				

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
10/16/2023	EXA	Expert Analysis IN#9702 CK#11216	\$6,300.00		Unbilled				
10/19/2023	CRT	Court Documents-10.17.23- Minute Order: Court on its Own Motion	\$1.00		Unbilled				
01/23/2024	FST	First Legal Network - Filing - Joint Status Conference Statement IN# 30267292	\$88.30		Unbilled				
03/06/2024	FST	First Legal Network - Filing - Joint Stip to Continue Status In# 30275374	\$110.30		Unbilled				
04/05/2024	FST	First Legal Network - E-Filing - Joint Status Conference Statement IN# 30279435	\$41.75		Unbilled				
04/19/2024	CRT	Court Documents-04.09.24-Minute Order	\$1.00		Unbilled				
05/31/2024	FST	First Legal Network - Filing - Motion for Preliminary Aproval of IN# 30287287	\$154.30		Unbilled				
06/18/2024	FST	First Legal Network - Filing - Proof of Service IN# 30287287	\$57.50		Unbilled				
07/23/2024	FST	First Legal Network - Filing - Dec of Kimberley L Litzler IN# 30290822	\$41.75		Unbilled				
07/29/2024	CRT	Court Documents-05.07.24-Minute Order	\$1.00		Unbilled				
08/15/2024	LDS	Legal Document Server - E-Filing - Proof of Service IN# 10202221	\$13.75		Unbilled				
Total:			\$14,291.44	\$0.00					
Balance:			\$14,291.44						

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 :-----			\$14,291.44						
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						