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Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE

Lucille Tinajero, individually and on behalf of
all similarly situated individuals,

Plaintiff,

vs.

Sequoia Medical Services, L.P., a California
Limited Partnership; **Bell Crane Wood**
Leasing, LLC, a Limited Liability Company;
Spencer J. Anderson, an individual; and **Does**
1-100;

Defendants.

CASE NO. VCU319687

[Assigned for all purposes to the Hon. Gary M.
Johnson, Dept 7]

CLASS ACTION

**DECLARATION OF NAVID
BARAHMAND IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Filed Concurrently with:

- 1) Notice of Motion and Motion for Final Approval;
- 2) Declarations of Plaintiff Lucille Tinajero, and Bardia Akhavan;
- 3) [Proposed] Order

Date: August 31, 2026

Time: 11:00 a.m.

Dept.: 304

1 **DECLARATION OF NAVID BARAHMAND**

2 I, Navid Barahmand, declare as follows:

3 1. I am an attorney licensed to practice law before this Court and the federal and state courts
4 of California. I am over 18 years of age. I have personal knowledge of the facts set forth in this declaration
5 and if called upon to testify, could and would testify competently thereto. This Declaration does not
6 purport to exhaust my knowledge of the topics discussed.

7 2. I am the Principal of the law firm of Barahmand Law Group (“Plaintiff’s Counsel” or
8 “Class Counsel”), attorney of record for Plaintiff Lucille Tinajero (“Plaintiff” or “Class Representative”)
9 and the proposed settlement class (the “Class”) in the above-captioned matter.

10 *Plaintiff’s Counsel is Experienced in Wage-And-Hour Litigation*

11 3. I founded Barahmand Law Group in December 2021.¹ Barahmand Law Group is
12 dedicated to representing employees in both individual and class action litigation in court and arbitration
13 hearings. Since the founding of my firm, I personally have represented hundreds of employees in
14 numerous employment claims, including wage and hour and other employment-related putative class
15 actions.

16 4. Through my practice at Barahmand Law Group, my prior employment working for law
17 firms that exclusively handle employment claims, and my association with attorneys that have significant
18 class action and wage and hour and employment litigation on both a class and individual level, I have
19 gained significant experience regarding the responsibilities of representing a class from inception through
20 resolution. I am an experienced practitioner in the realm of wage and hour and employment litigation
21 on both a class and individual level.

22 5. My firm has been appointed class counsel in *Delamora v. Thorpe Design, Inc.*, Case No. C22-
23 00931 (Contra Costa Cnty. Sup. Ct. 2022) (final approval granted September 21, 2023), *Mendoza v. Baugher*
24 *Ranch Organics, Inc.*, Case No. 25CV00036 (Glenn Cnty. Sup. Ct. 2025) (final approval granted on January
25 21, 2026), *Lucille Tinajero v. Sequoia Medical Center, LP.* (Tulare Sup. Ct. 2025) (preliminary approval granted
26 on January 26, 2026) (final approval pending), *Lalezarian et al. v. Homak Enterprises, Inc.*, 24STCV06524

27 ¹ I received a B.A. from University of California, Los Angeles, in 2016. In 2021, I received a J.D. from
28 Loyola Law School in Los Angeles, California. I became a member of the Bar of the State of California
in December 2021 where I subsequently founded my firm, Barahmand Law Group.

(Los Angeles Sup. Ct. 2024) (preliminary approval granted on April 2, 2026) (final approval pending), *Alvarado et al. v. CTOS, LLC* et al. BCV-25-100908 (Kern Sup. Ct. 2025) (preliminary approval granted on May 1, 2026) (final approval pending); *Gonzalez v. PNC Management, LLC*, Case No. CGC-24-618430 (San Francisco Sup. Ct. 2024) (preliminary approval granted on May 13, 2026) (final approval pending); *Espinoza v. GNC Holdings, LLC* (Sacramento Sup. Ct. 2024) (preliminary approval granted on May 15, 2026) (final approval pending), *Sophia Aguirre v. Shift4 Payments, LLC*, Case No. C24-01636 (Contra Costa Sup. Ct.) (preliminary approval granted on June 4, 2026), and *Arthur Hutton v. Pacific Tank Lines, Inc.*, Case No. 23STCV31554 (Los Angeles Sup. Ct. 2024) (preliminary approval granted on July 30, 2026). I have also been named PAGA counsel in *Rubio v. Green Knight Security, Inc.*, Case No. 24STCV01923 (Los Angeles Cnty. Sup. Ct. 2025) (approval granted March 24, 2025), *Newsome v. Kiva Sales and Services, LLC*, Case No. 23CV035642 (Alameda Cnty. Sup. Ct. 2023) (approval granted September 25, 2025), *Ceja v. Western Veterinary Center, Inc.* Case No. 25STCV11879 (Los Angeles Cnty. Sup. Ct. 2025) (approval granted October 7, 2025), *Cinnamon Johnson et al. v. ASLB, LLC*, Case No. 24STCV13710 (approval granted on January 30, 2026) and *Marco Villasenor v. J.G. Boswell Co.*, (approval on July 28, 2026).

6. Barahmand Law Group is currently prosecuting claims on behalf of Aggrieved Employees in *Dorian Laviene v. Urban Flavours*, Case No. 23CV040942 (Alameda Cnty. Sup. Ct. 2023); *Karina Viera v. Up Real Estate Holding Corp*, Case No. 2024CUOE021511 (Ventura Sup. Cnty. Ct. 2024) (wage and hour case related to failure to provide reporting time pay and provide compliant meal/rest periods); *Elisa Hilaire v. Spencer Gifts, LLC*, Case No. 37-2024-00019642-CU-OE-CTL (San Diego Cnty. Sup. Ct. 2024) (wage and hour case related to failing to provide suitable seating and failure to provide compliant meal/rest periods); *Serenity Dunbarr v. Pacific Drive-Ins, LLC*, Case No. 37-2024-00025683-CU-OE-CTL (San Diego Cnty. Sup. Ct. 2024) (PAGA action relating to failure to pay all wages and provide compliant meal/rest periods); *Shanel Quilhuiz v. Sugared + Bronzed, LLC*, Case No. 24STCV20871 (Los Angeles Sup. Ct. 2024) (wage and hour case related to failure to pay all wages and provide compliant meal/rest periods); *Antonio Estrada v. EBS Foods, LLC*, Case No. 24STCV33064 (Los Angeles Sup. Ct. 2024) (PAGA action relating to failure to pay all wages and provide compliant meal/rest periods); *Heather Abalos v. McCampbell Analytical, Inc.*, Case No. C24-02882 (Contra Costa Sup. Ct. 2024) (wage and hour case related to failure to pay all wages and provide compliant meal/rest periods); *Isaac Davidson-Gesser v.*

Aequor Technologies, LLC et al., Case No. 8:25-CV-00760-FWS-ADS (C.D. Cal. 2025); *Valerie Marie Powell v. Bellamy's Fine Dining Corp.*; Case No. 25CU015131C (San Diego Sup. Ct. 2025) (wage and hour case related to failure to pay all wages and provide compliant meal/rest periods); *Abel Martinez v. Maria Elena Motors, Inc.*, (Fresno Sup. Ct. 2025) (PAGA action relating to failure to pay all wages and provide compliant meal/rest periods); *Kelly Acosta v. Cityfront Homeowners Association* (San Diego Sup. Ct. 2025) (wage and hour case relating to failure to pay all wages and provide compliant meal/rest periods); *Dominic LoPorto v. Los Angeles Property Construction, Inc.* (Los Angeles Sup. Ct. 2025) (wage and hour case related to failure to pay all wages and provide compliant meal/rest periods); *Anna Carballo v. SVT Gruppe, Inc.* (Sacramento Sup. Ct. 2025) (PAGA action relating to failure to pay all wages and provide compliant meal/rest periods); *Blake Dubrow v. Andy Frain Services, Inc.* (Los Angeles Sup. Ct. 2025) (wage and hour case relating to failure to pay all wages and provide compliant meal/rest periods); *Maria Cota v. Marias Holding Group* (Los Angeles Sup. Ct. 2025) (wage and hour case related to failure to pay all wages and provide compliant meal/rest periods); *Tracy Nichols v. Los Angeles Center for Alcohol and Drug Abuse*, (Los Angeles Sup. Ct. 2025) (wage and hour case related to failure to pay all wages and provide compliant meal/rest periods); *Christian Gomez v. Michael Taylor Construction, LLC*, (Fresno Sup. Ct. 2025) (wage and hour case related to failure to pay all wages and provide compliant meal/rest periods); *Jazmin Rideout v. First Pitch Entertainment, LLC* (Tulare Sup. Ct. 2025) (wage and hour case related to failure to pay all wages and provide compliant rest periods); *Brianna Hubbard v. Agemark Corporation* (Fresno Sup. Ct. 2025) (PAGA action relating to failure to pay all wages and provide compliant meal/rest periods); *Maria De Los Angeles Rocha Lanzas v. Reneson Hotels, Inc.* (San Mateo Sup. Ct. 2026) (PAGA action relating to failure to pay all wages and provide compliant meal/rest periods); *Elena Diaz v. In-Shape Fitness, LLC* (Sacramento Sup. Ct. 2026) (PAGA action relating to failure to pay all wages and provide compliant meal/rest periods); *Brianna Curtis v. Integra Capital Group, Inc.* (Orange Sup. Ct. 2026) (PAGA action relating to failure to pay all wages and provide compliant meal/rest periods.); and *Marco Robles v. Los Alisos Ranch Co, Inc.* (Orange Sup. Ct. 2026)(wage and hour case related to failure to pay all wages and provide compliant meal/rest periods).

7. I have been named "Rising Stars" by Super Lawyers magazine in 2024 through 2026. This is an honor awarded to no more than two and a half percent of attorneys under the age of 40 in

1 California.

2 *The Settlement is Fair, Adequate and Reasonable*

3 8. The informal discovery conducted in this Action was sufficient to assess reliably the
4 merits of the respective Parties' positions and determine that this Settlement was fair is reasonable and
5 in the best interests of the Class. Class Counsel took into consideration the merits of the action on
6 balance with the risk of the court not certifying the class based on common issues not predominating;
7 the risk of a finding Defendants provided compliant meal and/or rest break policies and/or implemented
8 compliant practices; the risk the Court would find against Plaintiffs on the minimum wage and overtime
9 payments; the risk of the court not awarding waiting time penalties, and/or other civil or PAGA penalties
10 based on a lack of willfulness or difficulties in establishing bad faith; and other potential defenses of
11 Defendants on the merits.

12 9. If Defendants prevailed on any of these defenses, the claims of the Class would
13 potentially be worth little to nothing. Class Counsel also took into account the value of an immediate
14 and guaranteed Settlement against the uncertainty and delay that would occur before the Class's claims
15 could be heard at trial, extended by any potential appeals.

16 10. To be clear, Class Counsel believes that the claims have merit, and that the Class would
17 ultimately prevail at trial. However, Class Counsel recognizes and acknowledges the expense and delay
18 of continued lengthy proceedings necessary to prosecute the Action against Defendants through class
19 certification, summary judgment, trial, and appeals. I have also taken into account the uncertain outcome
20 and the risk inherent in any litigation, the risk of continued litigation in complex actions such as this, the
21 risk that Defendants defeat class certification or wins on the merits of Plaintiff's claims for damages, of
22 which the other wage and hour claims for penalties are derivative, and the resulting risk of little or no
23 recovery. If settlement were not achieved, continued litigation of the claims would take substantial time
24 and possibly confer little or no benefit on Class Members.

25 11. In contrast, the Settlement obtained here will result in meaningful recovery for each Class
26 member with the estimated 46 Class Members being potentially entitled to an average recovery of
27 \$1,114.13 per Class Member. Class Counsel believes that the Settlement confers substantial benefits
28 upon the Class Participants and each of the members of the Class, and that an independent review of

1 the Settlement Agreement by the Court in the approval process will confirm this conclusion.

2 12. Based on their own independent investigation and evaluation, Class Counsel has
3 determined that the Settlement set forth in the Settlement Agreement is fair and reasonable and is in the
4 best interests of the Class Members.

5 13. The Settlement is within the “zone of reasonableness,” justifying preliminary approval
6 and notice dissemination to the Class—and is an excellent result, meeting or exceeding settlements in
7 similar wage and hour cases based on the percentage of recovered damages or on average recovery.

8 *The Attorneys’ Fees & Costs Allocation is Reasonable*

9 14. Plaintiff also requests that the Court preliminarily approve an award of reasonable
10 attorneys’ fees amounting to 1/3 of the settlement fund, or \$50,000.00.

11 15. The attorneys’ fee award of 1/3 of the settlement fund is reasonable considering the
12 experience of Class Counsel in wage-and-hour cases, including class actions, the legal expertise required
13 to litigate this case and negotiate this Settlement, and the amount of actual time that Class Counsel has
14 dedicated to this case and the salutary effect of the lawsuit on Defendants’ policies and practices with
15 respect to the Labor Code violations alleged in the Complaint. The attorneys’ fees sought are comparable
16 to attorneys’ fee awards granted in comparable cases. Significantly, the retainer agreement in this case
17 provides for fees up to one-third of the amount obtained.

18 16. In my experience litigating wage and hour class action matters similar to this one, fee
19 awards generally average around one-third of the gross recovery. My experience in matters similar to this
20 one was integral in evaluating the strengths and weaknesses of this case and the reasonableness of the
21 Settlement. Practice in the field of wage and hour litigation requires skill and knowledge concerning the
22 rapidly evolving fields of substantive state and federal law, as well as the procedural law of class action
23 litigation.

24 17. My law firm maintained records of all its hours worked on this case by billing our
25 attorneys’ time in increments of one-tenth (1/10) of an hour into an electronic timekeeping system. I
26 access the timekeeping system regularly to assess the number of attorney hours worked for each case that
27 my law firm handles. I relied on these timekeeping records for this case to prepare this declaration.

28

18. The below chart presents a general summary showing the number of hours of the Firm performed in this case.

Name	Rate ²	Hours	Pre-Multiplier Lodestar
Navid Barahmand	\$425 / hr	53.8	\$22,865.00
Total Lodestar		53.8	\$22,865.00

19. My firm's efforts in this case have included, but are not limited to: conducting pre-filing investigation, interviewing Plaintiff, reviewing Plaintiff's personnel file, analyzing Plaintiff's claims and Defendants' potential defenses to the same, conducting legal research, preparing the class action Complaint and First Amended Complaint, preparing informal discovery requests, reviewing voluminous documents produced by Defendants in informal productions, performing substantial data analyses of Class Member time punch and itemized wage statements for Plaintiff and the entirety of the Class, telephone conferences and email exchanges with the expert regarding damages, preparing a mediation brief, attending a mediation, drafting, negotiating, and revising the Settlement Agreement and notice packet, preparing for and appearing at hearings, preparing and filing the Motions for Preliminary and Final Approval, monitoring the notice and settlement administration process, requesting and reviewing documents, and other information obtained as part of confirmatory discovery, Settlement, and administration process, and otherwise litigating the case.

20. These hours can be generally categorized as follows:

a. Case Investigation and Pleadings:

Class Counsel spent approximately 10.5 hours on the initial case investigation and initiation, including drafting, revising, and filing the Complaint and PAGA Letters; investigating the Class's claims, conducting research regarding the adequacy of the claims, interviewing Plaintiff regarding the factual allegations behind the Class's claims.

b. Informal and Formal Discovery:

² Under longstanding law, Class Counsel are entitled to use their current billing rate across the length of the litigation. *See, e.g., Gates v. Denkmajian*, 987 F.2d 1392, 1406 (9th Cir. 1992) ("We long have recognized that district courts have the discretion to compensate prevailing parties for any delay in the receipt of fees by awarding fees at current rather than historic rates in order to adjust for inflation and loss of the use funds.").

Class Counsel spent approximately 12 hours preparing informal discovery requests, reviewing informal discovery responses and Defendant's production of informal discovery; and as well as repeated telephone conferences and e-mail exchanges with our expert regarding calculation of damages.

c. Mediation and Settlement:

Class Counsel spent approximately 12.5 hours preparing a mediation brief, interviewing with Named Plaintiff, reviewing our expert's final damages calculations and communicating with the expert, performing substantial data analyses of the informal discovery, attending an all-day mediation, negotiating, drafting, and revising the Memorandum of Understanding followed by the Settlement Agreement, and incidentally related work necessary to settle this Action, including corresponding with opposing counsel.

d. Hearings, Approval, and Settlement Administration:

Class Counsel has spent or will have spent approximately 18.8 hours drafting and revising the Motion for Preliminary Approval (including supporting documents and declarations), providing a supplemental declaration for preliminary approval, communicating with the Settlement Administrator regarding the notice and settlement administration process, communicating with the Class Administrator and Defense Counsel regarding the Class Member data, administration, reviewing calculations regarding Class settlement distribution, and drafting and revising the Motion for Final Approval (including supporting documents and declarations).

21. These hours do not include an estimated 10-15 additional hours to be spent for preparing and attending the Final Approval Hearing, oversight of post-approval settlement administration, including distribution of funds, filing a final status report, and attending the final compliance hearing.

22. My proposed hourly rate of \$425, is reasonable in light of my respective skills, wage and hour class action experience, reputation, and comparable fee awards of other attorneys with similar experience in Southern California, which can range anywhere from \$250 per hour to over \$1,000 per hour. My hourly rate is in line with the Laffey Matrix, a true and correct copy of which is attached hereto

1 as **Exhibit B**, the 2015 National Law Journal Survey of Billing Rates in California, a true and correct
2 copy of which is attached hereto as **Exhibit C**, and the 2024 Real Report, section on Employment Law,
3 by Wolters Kluwer, a true and correct copy of which is attached hereto as **Exhibit D**; *see also Pazandeh v.*
4 *Yamaha Corp. of Am.*, No. SACV1601849JVSDFMX, 2018 WL 1406706, at *1 (C.D. Cal. Feb. 12, 2018)
5 (“Thus, the Court finds that the rates of \$595 to \$455 per hour for partner work, \$325 per hour for
6 associate work, and \$235 to \$200 per hour for paralegal work are reasonable.”); *In re High-Tech Employee*
7 *Antitrust Litig.*, 2015 WL 5158730, at *9 (N.D. Cal. Sept. 2, 2015) (finding reasonable “billing rates for
8 partners [that] range from about \$490 to \$975 ... billing rates for non-partner attorneys, including senior
9 counsel, counsel, senior associates, associates, and staff attorneys, [that] range from about \$310 to \$800,
10 with most under \$500 ... [and] billing rates for paralegals, law clerks, and litigation support staff [that]
11 range from about \$190 to \$430, with most in the \$300 range.”).

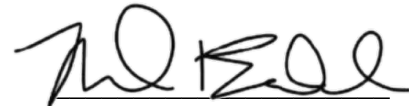
12 23. Given the considerable potential for adverse outcomes in this case, including, but not
13 limited to, losing on class certification or on the merits, the contingent risk taken on by Class Counsel
14 was substantial. In addition to the legal challenges this lawsuit presented, there were numerous other
15 practical challenges. There was a real risk that my firm would not be compensated for our work because
16 we handled this matter on a purely contingent basis. Thus, Plaintiff was not responsible for paying our
17 attorneys’ fees and we could only recover attorneys’ fees if Plaintiff was successful. By the time I attend
18 the final approval hearing in this matter, we will have litigated this case for over eight months without
19 payment, all the while bearing the risk of non-payment if Plaintiff was unsuccessful. Moreover, as
20 discussed above, Class Counsel has advanced approximately \$10,913.64 in litigation costs on a
21 contingency basis, which also carried risk because my law firm would not recoup these costs in the event
22 that Plaintiff did not prevail in this lawsuit.

23 24. There is a fee 50/50 splitting agreement between my firm and Akhavan & Associates.

24 25. Since undertaking representation of Plaintiff, Class Counsel has borne substantial out-of-
25 pocket litigation expenses without receiving any compensation. In connection with the prosecution of
26 this action, Class Counsel has reasonably incurred, or anticipates incurring, \$10,956.44 in litigation costs,
27 all of which were reasonably necessary to litigate and resolve this matter. My firm expended these fees
28 with no guarantee that they would ever be reimbursed and have carried these costs for the entirety of the

1 litigation. **Appendix 1** provides an explanation of these costs by category, which includes but is not
2 limited to: filing fees, and mediation costs. True and correct copies of invoices for these costs are attached
3 as **Exhibit A**.

4
5 I declare under penalty of perjury under the laws of the State of California and the United States
6 that the foregoing is true and correct. Executed on July 3, 2026, in Calabasas, California.

7
8 

9 Navid Barahmand



APPENDIX 1

<u>DATE</u>	<u>EXPENSE</u>	<u>DESCRIPTION</u>	<u>Amount</u>
4/1/2025	Filing	Filing of Complaint	\$1,503.78
4/28/2025	Filing	Filing Fee of Notice and Acknowledgement of Receipt	\$21.11
7/21/2025	Mediation	Payment of Mediation Fee to Signature Resolution, LLC	\$9,388.75
9/29/2026	Filing	Stipulation and Order	\$42.80
TOTAL			\$10,956.44



EXHIBIT A



1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Credit Card Sale

Date	4/1/2025
Customer	0150027
Credit Sale	06957099
Amount Due	\$0
Tax Total	\$0.00

Bill To

Barahmand Law Group
7324 Sepulveda Blvd, Suite B
Van Nuys CA 91405

Order Number	25017424
Contact	Navid Barahmand
Attorney	Navid Barahmand
Billing Code	VCU319687
Case Title	Tinajero, Lucille vs. Sequoia Medical Services, L.P. et al
Court	Superior Court of California, Tulare County
Court Transaction Number	25TL00109187
Case Number	VCU319687
Documents	Complaint,Summons: Issued,Civil Case Cover Sheet (CM-010)

ONE LEGAL FEES	AMOUNT
Court Filing Fee	\$1,435.00
Court Technology Access Fee	\$3.50
eFiling Charge	\$16.95
Disbursement Administration Charge	\$1.00
Convenience Fee‡	\$47.33
SUBTOTAL	\$1,503.78

FEES SUMMARY	AMOUNT
One Legal Fees	\$1,503.78
Sales Tax	\$0.00
TOTAL CHARGED	\$1,503.78

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Bill To
Barahmand Law Group 7324 Sepulveda Blvd, Suite B Van Nuys CA 91405

Credit Card Sale

Date	4/28/2025
Customer	0150027
Credit Sale	07051427
Amount Due	\$0
Tax Total	\$0.00

Order Number	25212655
Contact	Navid Barahmand
Attorney	Navid Barahmand
Billing Code	VCU319687
Case Title	Tinajero, Lucille vs. Sequoia Medical Services, L.P. et al
Court	Superior Court of California, Tulare County
Court Transaction Number	25TL00113119
Case Number	VCU319687
Documents	Notice and Acknowledgment of Receipt - Civil (POS-015), Notice and Acknowledgment of Receipt - Civil

ONE LEGAL FEES	AMOUNT
Court Technology Access Fee	\$3.50
eFiling Charge	\$16.95
Convenience Fee‡	\$0.66
SUBTOTAL	\$21.11

FEES SUMMARY	AMOUNT
One Legal Fees	\$21.11
Sales Tax	\$0.00
TOTAL CHARGED	\$21.11

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‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



Navid Barahmand <navid@barahmandlaw.com>

Your Signature Resolution, LLC receipt [#1911-3328]

1 message

Signature Resolution, LLC <receipts+acct_1KDypbHzVjaUYFQX@stripe.com>
Reply-To: "Signature Resolution, LLC" <support@signatureresolution.com>
To: navid@barahmandlaw.com

Mon, Jul 21, 2025 at 4:21 PM



Receipt from Signature Resolution, LLC

Receipt #1911-3328

AMOUNT PAID	DATE PAID	PAYMENT METHOD
\$9,388.75	Jul 21, 2025, 4:20:11 PM	 - 1004

SUMMARY
PR51858: Tinajero v. Sequoia Medical Center (RWQNA)

Invoice PR51858 × 1	\$9,250.00
Convenience Fee × 1	\$138.75
Amount paid	\$9,388.75

If you have any questions, contact us at
support@signatureresolution.com or call us at **+1 866-208-5359**.



1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Bill To
Barahmand Law Group 7324 Sepulveda Blvd, Suite B Van Nuys CA 91405

Credit Card Sale

Date	9/29/2025
Customer	0150027
Credit Sale	07574368
Amount Due	\$0
Tax Total	\$0.00

Order Number	26389560
Contact	Navid Barahmand
Attorney	Navid Barahmand
Billing Code	VCU319687
Case Title	Tinajero, Lucille vs. Sequoia Medical Services, L.P. et al
Court	Superior Court of California, Tulare County
Court Transaction Number	25TL00135575
Case Number	VCU319687
Documents	Stipulation and Order

ONE LEGAL FEES	AMOUNT
Court Technology Access Fee	\$3.50
Court Filing Fee	\$20.00
eFiling Charge	\$16.95
Disbursement Administration Charge	\$1.00
Convenience Fee‡	\$1.35
SUBTOTAL	\$42.80

FEES SUMMARY	AMOUNT
One Legal Fees	\$42.80
Sales Tax	\$0.00
TOTAL CHARGED	\$42.80

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.

EXHIBIT B

LAFFEY MATRIX

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

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

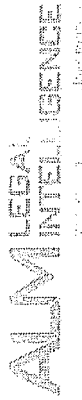
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

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

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

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

EXHIBIT C



2015 NLJ Billing Survey

Source: National Law Journal

Category: National Law Journal

ALM Legal Intelligence, in association with The National Law Journal, reached out to law firms to provide a range of hourly billing rates for partners, associates, of counsel, and paralegals. For firms that did not report their rates to ALJ directly, in many cases we were able to supplement rate data derived from public records. This year, we have anonymized the rates and broken the data out by firm size and region.

Hourly Billing Rates for 2015

	High	Low	Median	High	Low	Median	High	Low	Median	High	Low	Median
Overall Hourly Rates	\$1,295	\$90	\$395	\$950	\$50	\$350	\$1,120	\$125	\$350	\$325	\$25	\$125

Rates by Firm Size

1 - 25 lawyers	\$1,080	\$90	\$350	\$950	\$90	\$300	\$645	\$125	\$350	\$325	\$25	\$115
26 - 150 lawyers	\$1,050	\$190	\$480	\$900	\$100	\$300	\$620	\$225	\$393	\$305	\$75	\$173
151 or more lawyers	\$1,295	\$100	\$595	\$975	\$125	\$325	\$1,120	\$270	\$610	\$325	\$35	\$220

Rates by State

AL	\$725	\$200	\$375	\$375	\$175	\$300	\$495	\$290	\$393	n/a	n/a	n/a
AZ	\$150	\$125	\$375	\$750	\$750	\$250	\$750	\$250	\$300	\$250	\$75	\$125
CA	\$1,080	\$200	\$495	\$950	\$300	\$350	\$595	\$175	\$450	\$325	\$25	\$150
CO	\$893	\$350	\$443	\$642	\$150	\$325	\$400	\$325	\$363	\$285	\$75	\$158
CT	\$1,200	\$295	\$350	\$625	\$175	\$350	\$550	\$325	\$438	\$290	\$75	\$100
DC	\$1,095	\$975	\$1,035	\$655	\$350	\$375	\$775	\$275	\$750	n/a	n/a	n/a
DE	\$1,050	\$295	\$650	\$850	\$260	\$388	\$525	\$260	\$275	\$305	\$125	\$235
FL	\$625	\$175	\$375	\$525	\$100	\$300	n/a	n/a	n/a	\$255	\$65	\$123
GA	\$900	\$250	\$358	\$450	\$110	\$275	\$250	\$240	\$245	\$160	\$50	\$120
IL	\$985	\$200	\$420	\$710	\$150	\$300	\$1,120	\$395	\$430	\$215	\$75	\$120
IN	\$400	\$250	\$305	\$400	\$200	\$275	\$300	\$225	\$295	\$220	\$90	\$100
KY	\$340	\$200	\$290	\$350	\$200	\$275	n/a	n/a	n/a	\$150	\$75	\$105
LA	\$575	\$150	\$333	\$500	\$100	\$250	\$425	\$200	\$350	\$285	\$45	\$83
MA	\$650	\$300	\$475	\$500	\$260	\$350	n/a	n/a	n/a	n/a	n/a	n/a
MD	\$560	\$250	\$363	\$580	\$150	\$325	\$350	\$250	\$275	\$280	\$75	\$125
MI	\$375	\$190	\$265	\$400	\$125	\$275	n/a	n/a	n/a	\$125	\$75	\$103
NC	\$675	\$250	\$425	\$435	\$150	\$275	n/a	n/a	n/a	\$180	\$75	\$110
NJ	\$980	\$250	\$400	\$400	\$150	\$298	\$565	\$225	\$325	\$195	\$65	\$120
NM	n/a	n/a	n/a	\$350	\$175	\$200	n/a	n/a	n/a	n/a	n/a	n/a
NV	\$450	\$295	\$375	\$500	\$200	\$325	n/a	n/a	n/a	\$240	\$75	\$152
NY	\$1,295	\$100	\$420	\$975	\$90	\$350	\$930	\$250	\$573	\$325	\$60	\$130
OH	\$545	\$250	\$313	\$330	\$155	\$250	n/a	n/a	n/a	\$135	\$85	\$100
OR	\$485	\$315	\$370	\$325	\$230	\$300	\$450	\$310	\$380	\$220	\$145	\$185
PA	\$875	\$200	\$350	\$565	\$86	\$257	\$440	\$300	\$325	\$325	\$75	\$105
PR*	\$300	\$100	\$200	\$350	\$100	\$200	\$250	\$125	\$188	\$150	\$45	\$75
TN	\$735	\$225	\$300	\$350	\$150	\$250	\$300	\$270	\$300	\$150	\$50	\$90
TX	\$925	\$90	\$395	\$650	\$150	\$298	\$740	\$225	\$320	\$290	\$35	\$100
VA	\$545	\$220	\$335	\$495	\$545	\$295	\$400	\$300	\$350	\$325	\$75	\$95
WA	\$965	\$275	\$460	\$375	\$150	\$350	n/a	n/a	n/a	\$215	\$125	\$143
WI	\$595	\$560	\$578	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

n/a: data not available
 *Puerto Rico is a U.S. Territory

EXHIBIT D



ELM Solutions

2024 Real Rate Report®

The industry's leading
analysis of law firm
rates, trends, and
practices

2024 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Role	n	First Quartile	Median	Third Quartile	2024	2023	2022
Atlanta GA	Partner	50	\$440	\$538	\$615	\$546	\$517	\$477
	Associate	29	\$329	\$390	\$467	\$393	\$378	\$349
Baltimore MD	Partner	17	\$538	\$653	\$1,176	\$805	\$794	\$723
	Associate	18	\$325	\$473	\$910	\$596	\$616	\$559
Boston MA	Partner	21	\$475	\$576	\$700	\$635	\$604	\$602
	Associate	26	\$366	\$475	\$546	\$504	\$479	\$469
Chicago IL	Partner	85	\$486	\$720	\$1,093	\$849	\$799	\$742
	Associate	65	\$384	\$485	\$728	\$557	\$508	\$465
Cincinnati OH	Partner	14	\$492	\$528	\$590	\$517	\$510	\$496
	Associate	12	\$300	\$300	\$318	\$313	\$304	\$290
Cleveland OH	Partner	33	\$400	\$545	\$674	\$586	\$598	\$473
	Associate	25	\$325	\$325	\$385	\$365	\$335	\$332
Dallas TX	Partner	30	\$450	\$596	\$691	\$599	\$545	\$501
	Associate	15	\$316	\$371	\$393	\$350	\$360	\$362

Section III: Practice Area Analysis

Employment and Labor

By City

2024 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Role	n	First Quartile	Median	Third Quartile	2024	2023	2022
Denver CO	Partner	28	\$520	\$576	\$645	\$606	\$577	\$573
	Associate	17	\$359	\$384	\$426	\$394	\$383	\$347
Houston TX	Partner	24	\$500	\$550	\$819	\$632	\$611	\$587
	Associate	13	\$410	\$495	\$525	\$487	\$463	\$385
Kansas City MO	Partner	17	\$400	\$496	\$561	\$492	\$488	\$428
Los Angeles CA	Partner	100	\$525	\$695	\$1,020	\$801	\$789	\$744
	Associate	88	\$421	\$529	\$858	\$632	\$607	\$502
Miami FL	Partner	18	\$455	\$545	\$629	\$556	\$583	\$593
	Associate	12	\$363	\$398	\$447	\$390	\$421	\$463
Minneapolis MN	Partner	29	\$441	\$561	\$761	\$623	\$651	\$587
	Associate	32	\$344	\$415	\$557	\$468	\$426	\$423
Nashville TN	Partner	19	\$490	\$517	\$570	\$523	\$483	\$451
New York NY	Partner	247	\$508	\$709	\$979	\$835	\$802	\$718
	Associate	211	\$374	\$522	\$704	\$581	\$614	\$508

Section III: Practice Area Analysis

Employment and Labor

By City

2024 - Real Rates for Associate

Trend Analysis - Mean

City	Role	n	First Quartile	Median	Third Quartile	2024	2023	2022
Philadelphia PA	Partner	108	\$525	\$700	\$934	\$753	\$721	\$694
	Associate	118	\$437	\$495	\$578	\$519	\$492	\$448
Pittsburgh PA	Partner	27	\$469	\$737	\$852	\$732	\$674	\$619
	Associate	25	\$373	\$473	\$664	\$547	\$459	\$383
Portland OR	Associate	15	\$394	\$425	\$447	\$421	\$444	\$390
Richmond VA	Partner	13	\$459	\$575	\$684	\$573	\$558	\$528
San Diego CA	Partner	20	\$447	\$493	\$675	\$634	\$555	\$529
	Associate	14	\$344	\$395	\$429	\$411	\$395	\$364
San Francisco CA	Partner	43	\$525	\$701	\$921	\$764	\$681	\$630
	Associate	39	\$290	\$395	\$500	\$435	\$419	\$383
San Jose CA	Partner	16	\$679	\$779	\$1,163	\$912	\$954	\$842
Seattle WA	Partner	26	\$475	\$550	\$615	\$560	\$581	\$570
	Associate	14	\$346	\$400	\$428	\$404	\$421	\$418
Washington DC	Partner	134	\$700	\$852	\$1,067	\$893	\$857	\$773
	Associate	94	\$458	\$645	\$780	\$654	\$564	\$545

2024 - Real Rates for Partner						Trend Analysis - Mean		
Years of Experience	Matter Type	n	First Quartile	Median	Third Quartile	2024	2023	2022
Fewer Than 21 Years	Litigation	73	\$480	\$742	\$949	\$727	\$636	\$521
	Non-Litigation	178	\$440	\$528	\$724	\$623	\$610	\$541
21 or More Years	Litigation	180	\$492	\$675	\$995	\$775	\$737	\$660
	Non-Litigation	401	\$500	\$648	\$803	\$703	\$677	\$637