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10 Attorneys for Plaintiff LUCILLE TINAJERO
11 and on behalf of all others similarly situated

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF TULARE**

14
15 **Lucille Tinajero**, individually and on behalf of
16 all similarly situated individuals,

17 Plaintiff,

18 v.

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

22 Defendants.
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CASE NO. VCU319687

*[Assigned for all purposes to the Hon. Russell
Burke, Dept 7]*

**DECLARATION OF BARDIA A.
AKHAVAN IN SUPPORT OF PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS AND REPRESENTATIVE ACTION
SETTLEMENT**

HEARING INFORMATION:

DATE: August 31, 2026

TIME: 8:30 a.m.

DEPT: 7

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1 6. In addition to the present matter, Akhavan & Associates has previously prosecuted,
2 and is currently prosecuting, claims on behalf of Aggrieved Employees in: *Lena Khoury v. Revolt*
3 *Media and TV, LLC*, Los Angeles County Case No. 21STCV33682 (PAGA and individual action
4 relating to failure to pay all wages and provide compliant meal/rest periods); *Sarah Palcher v.*
5 *MG JV, LLC*, Los Angeles County Case No. 24STCV12991, (PAGA action related to failure to
6 pay all wages and provide compliant meal and rest periods); *Nobuko Mori v. Ocean Group Inc.*,
7 Los Angeles County Case No. 24STCV07237, (PAGA action related to failure to pay all wages
8 and provide compliant meal and rest periods); *Francisco Estrada v. Cookunity Inc.*, Los Angeles
9 County Case No. 24STCV12367, (the present matter, wage and hour class action related to failure
10 to pay all wages and provide compliant meal and rest periods); *Christopher Merritt v. J.B. Hunt*
11 *Transport, Inc.*, Los Angeles County Case No. 24STCV12518, (wage and hour case related to
12 failure to pay all wages and provide compliant meal and rest periods); *Felix Melchor Pedraza v.*
13 *Elmore Motors*, Orange County Case No. 30-2024-01424435-CU-OE-CXC, (wage and hour class
14 action related to failure to pay all wages and provide compliant meal and rest periods); *Angel*
15 *Cordova Ramirez v. Band National Corporation*, San Diego County Case No. 24CU021719C,
16 (wage and hour class action related to failure to pay all wages and provide compliant meal and
17 rest periods); *Andres Torres v. Sani Group Inc.*, Los Angeles County Case No. 24STCV28330,
18 (wage and hour case related to failure to pay all wages and provide compliant meal and rest
19 periods); *Jospeh McDade v. Desert Regional Medical Center, Inc.*, Riverside County Case No.
20 CVRI2406154, (wage and hour case related to failure to pay all wages and provide compliant
21 meal and rest periods); *Priscilla Aguilar v. TBS Foods, Inc.*, Riverside County Case No.
22 24STCV33802, (wage and hour case related to failure to pay all wages and provide compliant
23 meal and rest periods); *Isidro Romero v. HMM Construction, Inc.*, Ventura County, Case No.
24 2025CUOE041263 (wage and hour class action related to failure to pay all wages and provide
25 compliant meal and rest periods); *Danaysha Wortham v. Sawtelle MGMT, LLC*, Los Angeles
26 County, Case No. 25STCV03312 (wage and hour class action related to failure to pay all wages
27 and provide compliant meal and rest periods); *Rick Cabello v. Weldmac Manufacturing Co.*, San
28 Diego County, Case No. 25CU012297C (PAGA and individual action relating to failure to pay all

1 wages and provide compliant meal/rest periods); *Lucille Tinajero v. Sequioa Medical*
2 *Services*, Tulare County, Case No. VCU319687 (wage and hour class action related to failure to
3 pay all wages and provide compliant meal and rest periods); *Juan Carbajal v. Alleviate Partners,*
4 *LLC*, Orange County, Case No. 30-2025-01483507-CU-OE-CXC (wage and hour class action
5 related to failure to pay all wages and provide compliant meal and rest periods); *Rafael Mateo v.*
6 *Calex Engineering*, Los Angeles County, Case No. 25STCV01812 (wage and hour class action
7 related to failure to pay all wages and provide compliant meal and rest periods); *Angel Stevens v.*
8 *W.A. Benjamin Electric Company*, Los Angeles County, Case No. 25STCV10588 (wage and hour
9 class action related to failure to pay all wages and provide compliant meal and rest
10 periods); *Santos Luzod v. Spec Services Inc.*, Los Angeles County, Case No. 25STCV01318 (wage
11 and hour class action related to failure to pay all wages and provide compliant meal and rest
12 periods); *Anthony Madrigal v. High Tech Irrigation Inc.*, Riverside County, Case No.
13 CVRI2500941 (wage and hour class action related to failure to pay all wages and provide
14 compliant meal and rest periods); *Abel Martinez v. Maria Elena Motors, Inc.*, Fresno County,
15 Case No. 25CECG01772 (PAGA and individual action relating to failure to pay all wages and
16 provide compliant meal/rest periods); *Rosa Juarez v. SPD Manufacturing*, Orange County, Case
17 No. 30-2025-01470535-CU-OE-CXC (wage and hour class action related to failure to pay all
18 wages and provide compliant meal and rest periods); *Evelyn Armida Schotch v. MVN Productions,*
19 *LLC*, Los Angeles County, Case No. 25STCV18848 (wage and hour class action related to failure
20 to pay all wages and provide compliant meal and rest periods); *Andrew Mansour v. Hoist Fitness*
21 *Systems*, San Diego County, Case No. 25CU30567C (PAGA and individual action relating to
22 failure to pay all wages and provide compliant meal/rest periods); *Brunelia Adrien v. SD Hotel*
23 *Holdings Inc.*, San Diego County, Case No. 25CU018781C (wage and hour class action related to
24 failure to pay all wages and provide compliant meal and rest periods); *Luis Montiel v. Stone Blue,*
25 *Inc.*, Los Angeles County, Case No. 25STCV16784 (wage and hour class action related to failure
26 to pay all wages and provide compliant meal and rest periods); *Ana Bertha Rodales v. DAMM*
27 *Fine Chicken*, Sacramento County, Case No. 25CV015607 (PAGA and individual action relating
28 to failure to pay all wages and provide compliant meal/rest periods); *Karla Aguirre v. Alvarado*

1 *Restaurant Group LLC*, Los Angeles County, Case No. 25STCV11513 (wage and hour class
2 action related to failure to pay all wages and provide compliant meal and rest periods); *Hugo*
3 *Sanchez v. Ecola Services, Inc.*, Los Angeles County, Case No. 25STCV21236 (wage and hour
4 class action related to failure to pay all wages and provide compliant meal and rest
5 periods); *Demetrio Fierro v. Mozambique Restaurants LLC*, Orange County, Case No. 30-2025-
6 01498817-CU-OE-CXC (PAGA and individual action relating to failure to pay all wages and
7 provide compliant meal/rest periods); and *Kate Powers v. Peninsula Humane Society &*
8 *SPCA*, San Mateo County, Case No. 25-CIV-04947 (wage and hour class action related to failure
9 to pay all wages and provide compliant meal and rest periods).

10 7. I was appointed and certified as adequate class and/or PAGA counsel in *Lena*
11 *Khoury v. Revolt Media and TV, LLC*, Los Angeles County Case No. 21STCV33682 (PAGA and
12 individual action related to failure to pay all wages and provide compliant meal and rest periods);
13 *Sarah Palcher v. MG JV, LLC*, Los Angeles County Case No. 24STCV12991, (PAGA action
14 related to failure to pay all wages and provide compliant meal and rest periods); *Delfino Osorio*
15 *v. GDT Framing, Inc.*, Riverside County Case No. CVRI2400473, (PAGA action related to failure
16 to pay all wages and provide compliant meal and rest periods); *Shana Jestina Kelly v. Tax Relief*
17 *Helpers, LLC*, Los Angeles County Case No. 24STCV32646, (PAGA action related to failure to
18 pay all wages and provide compliant meal and rest periods); *Francisco Estrada v. Cookunity Inc.*,
19 Los Angeles County Case No. 24STCV12367, (wage and hour class action related to failure to
20 pay all wages and provide compliant meal and rest periods); *Percy Jenkins v. Beacon Property*
21 *Management, Inc.*, San Bernardino County Case No. CIVSB2417563, (wage and hour class action
22 related to failure to pay all wages and provide compliant meal and rest periods); and *Ferry*
23 *Mendoza v. Baugher Ranch Organics, Inc.*, Glenn County Case No. 25CV00036 (wage and hour
24 class action related to failure to pay all wages and provide compliant meal and rest periods, final
25 approval scheduled for January 21, 2026); *Rick Cabello v. Weldmac Manufacturing Company, et*
26 *al.*, San Diego County, Case No. 25CU012297C (PAGA action related to failure to pay all wages
27 and provide compliant meal and rest periods).

28 8. I believe recovery for each Class Member is well within the acceptable range for

1 this type of action. Class Counsel and Plaintiff were prepared to litigate the claims in this Action,
2 but they strongly and unequivocally support the proposed Settlement as being in the best interest
3 of the Settlement Class based on the circumstances referenced herein. I believe that this Settlement
4 is favorable given that the Settlement Class will receive compensation promptly rather than facing
5 uncertainties inherent in further litigation and waiting years for this Action to be tried.
6 Furthermore, I believe the Settlement Class has supported the Settlement on the terms set forth in
7 the Settlement Agreement, as evidenced by the 100% participation rate by the Settlement Class.
8 Thus, this Settlement is highly favorable and is in the best interests of the Settlement Class.

9 **The Attorneys' Fees Allocation is Reasonable**

10 9. Per the terms of the Settlement Agreement, Plaintiff's and Class Counsel are
11 requesting one-third of the GSA, *i.e.*, \$50,000.00, in attorneys' fees.

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

19 11. My firm maintained records of all its hours worked on this case by billing our
20 attorneys' time in increments of one-tenth (1/10) of an hour into an electronic timekeeping system.
21 I access the timekeeping system regularly to assess the number of attorney hours worked for each
22 case that my law firm handles.

23 12. The below chart presents a general summary showing the number of hours of the
24 Firm performed in this case:

25

Name	Rate	Hours	Pre-Multiplier Lodestar
Bardia Akhavan	\$825 / hr	73	\$60,225.00
Total Lodestar		73	\$60,225.00

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1 13. My firm’s efforts in this case have included, but are not limited to: conducting pre-
2 filing investigation, interviewing Plaintiff, reviewing Plaintiff’s personnel file, analyzing
3 Plaintiff’s claims and Defendants’ potential defenses to the same, conducting legal research,
4 preparing the class action Complaints and PAGA Notices, preparing informal discovery requests,
5 reviewing voluminous documents produced by Defendants in informal productions, performing
6 substantial data analyses of Class Member time punch and itemized wage statements for Plaintiff
7 and a sampling of the Class, telephone conferences and email exchanges with the expert regarding
8 damages, preparing a mediation brief, attending a mediation, drafting, negotiating, and revising
9 the Settlement Agreement and notice packet, preparing for and appearing at hearings, preparing
10 and filing the Motions for Preliminary and Final Approval, monitoring the notice and settlement
11 administration process, requesting and reviewing documents, and other information obtained as
12 part of confirmatory discovery, communicating with Class Members regarding the Class’s claims,
13 Settlement, and administration process, and otherwise litigating the case. Additionally, I expect
14 to expend another 10-20 hours for oversight of post-approval settlement administration, including
15 distribution of funds, filing a final status report, and attending the final compliance hearing.

16 14. My proposed hourly rate of \$825 is reasonable in light of my respective skills, wage
17 and hour class action experience, reputation, and comparable fee awards of other attorneys with
18 similar experience in Southern California, which can range anywhere from \$250 per hour to over
19 \$1,000 per hour. My hourly rate is in line with the Laffey Matrix, a true and correct copy of which
20 is attached hereto as **Exhibit A**, the 2015 National Law Journal Survey of Billing Rates in California,
21 a true and correct copy of which is attached hereto as **Exhibit B**, and the 2024 Real Report, section
22 on Employment Law, by Wolters Kluwer, a true and correct copy of which is attached hereto as
23 **Exhibit C**; *see also Pazandeh v. Yamaha Corp. of Am.*, No. SACV1601849JVSDFMX, 2018 WL
24 1406706, at *1 (C.D. Cal. Feb. 12, 2018) (“Thus, the Court finds that the rates of \$595 to \$455 per
25 hour for partner work, \$325 per hour for associate work, and \$235 to \$200 per hour for paralegal
26 work are reasonable.”); *In re High- Tech Employee Antitrust Litig.*, 2015 WL 5158730, at *9 (N.D.
27 Cal. Sept. 2, 2015) (finding reasonable “billing rates for partners [that] range from about \$490 to
28 \$975 ... billing rates for non-partner attorneys, including senior counsel, counsel, senior associates,

1 associates, and staff attorneys, [that] range from about \$310 to \$800, with most under \$500 ... [and]
2 billing rates for paralegals, law clerks, and litigation support staff [that] range from about \$190 to
3 \$430, with most in the \$300 range.”).

4 15. There is an equal 50/50 fee splitting agreement between Class Counsel, Akhavan
5 & Associates, and Barahmand Law Group.

6
7 I declare under penalty of perjury under the laws of the state of California that the
8 foregoing is true and correct this July 31st 2026 at Encino, California.

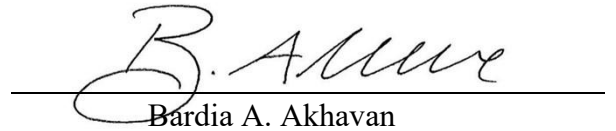
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11 Bardia A. Akhavan

EXHIBIT A

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 B



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 C



ELM Solutions

2024 Real Rate Report[®]

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

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
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

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