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5 Counsel for Plaintiff
JUAN MANUEL NINO RICO

6
7 **SUPERIOR COURT OF CALIFORNIA**
8 **IN AND FOR THE COUNTY OF SANTA CLARA**
9

10 JUAN MANUEL NINO RICO, individually,
11 and on behalf of all others similarly situated
and aggrieved,

12 Plaintiff,

13 vs. F M A LANDSCAPE SERVICES, INC.,
14 a California corporation, MIGUEL A.
MEDINA, an individual, and DOES 1
15 through 20, inclusive,

16 Defendants.
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CASE NO. 23CV409762

Assigned for All Purposes to:
Hon. Theodore C. Zayner
Dept. 19

DECLARATION OF J. KIRK DONNELLY IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND REQUEST FOR
ATTORNEY'S FEES AND COSTS

[Filed concurrently with Notice of Motion and
Motion; Memorandum of Points & Authorities;
Declaration of Jarrod Salinas; [Proposed] Order]

Date: January 15, 2025
Time: 1:30 p.m.
Dept.: 19

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1. I am an attorney duly licensed to practice in California and before this Court, and I am the principal of the Law Offices of J. Kirk Donnelly, APC, counsel of record for plaintiff Juan Manuel Nino Rico. I make this declaration in support of Plaintiff's Motion for Final Approval of Class Action Settlement and Request for Attorney's Fees and Costs. If called to testify as to the within facts, I would and could competently do so.

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1 paid for all hours worked by its employees, including overtime hours. Additionally, FMA
2 strongly contends the case cannot be maintained as any kind of class or representative action,
3 arguing that to the extent class members missed meal and/or rest breaks, that such breaks were
4 non-compliant, it would have been intermittent and infrequent and evidence of such missed
5 breaks or off the clock work would be purely anecdotal, and therefore individualized issues would
6 predominate and trial would be unmanageable.

7 5. Once the matter was at issue, the Parties initiated discovery and began meeting
8 and conferring regarding discovery, law and motion, and other case management issues, and
9 ultimately agreed to attempt early mediation. The Parties also agreed on a protocol for an
10 exchange of additional documents and information before the mediation to facilitate the
11 settlement discussions. Consequently, Plaintiff's counsel reviewed payroll records, compensation
12 plans, personnel policies/handbooks, meal and rest break policies, personnel files, and a random
13 of sampling of Class Member paystubs and time records. Defendant also provided data regarding
14 the total number of putative class members, the estimated total amount of workweeks and pay
15 periods they worked, average pay rates, and information regarding other non-hourly
16 compensation, among other relevant data.

17 6. The Parties then engaged the Hon. George Hernandez (Ret.), a highly respected
18 mediator with extensive wage and hour class action experience and, on October 30, 2023,
19 participated in a full day mediation with Judge Hernandez. By the end of the day, the Parties were
20 able to reach agreement on all major issues.

21 **THE PROPOSED SETTLEMENT TERMS**

22 7. Under the settlement, FMA will pay \$360,000.00 into a common fund, the Gross
23 Settlement Amount, in three installments over approximately 300 days following final approval.
24 Reasonable attorney's fees of up to 1/3 of the GSA, or \$120,000.00, litigation costs of up to
25 \$10,000 (only \$6,523.38 is requested), an enhancement award of up to \$10,000 to Plaintiff,
26 settlement administration costs of \$12,000, and \$20,000 for PAGA civil penalties, all will be paid
27 from the Gross Settlement Amount. The remainder of approximately \$____ will be allocated pro
28 rata among the Participating Class Members based on the weeks worked during the Class Period.

1 No portion of the Class Settlement Amount will revert to FMA.

2 8. As noted, about \$198,976 from the Gross Settlement Amount will be distributed to
3 the Participating Class Members. This is a cash settlement that does not require Participating
4 Class Members to submit a claim form to receive their settlement share. Participating Class
5 Members will receive their settlement checks automatically via First Class U.S. Mail. Twenty
6 percent of each settlement share will be allocated to wages and the remaining eighty percent will
7 be allocated to expenses, penalties and interest, which allocation is consistent with FMA's
8 potential liability as discussed below. FMA will pay all applicable employer-side payroll taxes
9 separately from the GSA. Subject to the Court's approval, any amounts not claimed (because a
10 class member does not cash his or her settlement check) will be forwarded to the California State
11 Controller's Unclaimed Property Fund.

12 9. Each Participating Class Member will receive a pro rata share of the Net
13 Settlement Amount based on their total weeks worked for FMA as a non-exempt employee
14 during the Class Period. Thus, each Individual Settlement Payment will be calculated using
15 formulaic criteria equally applied to all Class Members in order to proportionately compensate
16 them for the actual value of their claims relative to fellow class members. Similarly, each Class
17 Member's Individual Settlement Payment will be calculated using criteria that would typically be
18 used in determining appropriate amounts of unpaid wages and damages in wage and hour
19 litigation under applicable law. These methods are intended to ensure each Class Member
20 receives a portion of the available settlement funds corresponding to the relative value of his or
21 her potential claims. The proposed allocation provides the most reasonable way to compensate
22 Class Members based on the amount of time they worked for FMA and the number of instances
23 they were not compensated properly or may have been denied required breaks.

24 10. All Participating Class Members will be deemed to release defendant FMA from
25 all claims alleged in the operative complaint, or that could have been brought based on the facts
26 asserted in the operative complaint, including PAGA claims, from July 16, 2018 through
27 December 31, 2023. The release is limited to the claims that were actually pleaded or could have
28 been pleaded based on the alleged facts in the complaint. Only Plaintiff Rico is providing a full

1 general release of claims and waiver of Civil Code section 1542. [Donnelly Decl., ¶ 17.]

2 11. As noted, the Parties allocated \$20,000 to payment of alleged civil penalties under
3 PAGA, and respectfully request the Court approve that amount as fair, reasonable and adequate,
4 and consistent with PAGA's underlying purposes. As required by Labor Code section 2699(l)(2),
5 My office gave notice of the settlement and the approval hearing to the LWDA via its online
6 portal. Attached hereto as Exhibit 1 is a true and correct copy of the LWDA's acknowledgment of
7 receipt.

8 **The Settlement Is Fair and Reasonable Considering the Benefits Conferred, the Case Value,**
9 **and Significant Litigation Risks**

10 12. Prior to mediation, the parties engaged in informal discovery to facilitate
11 settlement discussions. As a result, Plaintiff has reviewed documents and information regarding
12 FMA's payroll practices, a sampling of pay stubs and time records, meal and rest break policies,
13 employee handbooks, etc., and information from Defendant regarding class size and breakdown,
14 work weeks, rates of pay, and other information used to formulate a damages model. Plaintiff's
15 counsel is confident they obtained sufficient information to enable them to understand the law
16 and facts of this case and make an informed decision regarding the proposed settlement and
17 whether it is in the best interests of the class.

18 13. Using that data, Plaintiff ran various calculations under different theories of
19 liability and estimated FMA's maximum exposure on the class claims at approximately
20 \$2,344,175, including about \$185,775 on the unpaid wage claim, \$1,238,500 on the meal and rest
21 break claims, \$278,100 on the wage statement claim, and \$234,000 on the waiting time penalty
22 claim.

23 14. First, on the unpaid wage claims, Plaintiff alleged that his review of the time and
24 pay records produced indicated FMA essentially paid the class members a weekly "salary" based
25 on 40 hours per week. Per Plaintiff, the pay records show employees were paid for 40 hours per
26 week almost without fail even though the corresponding time punches, which tracked time to the
27 exact minute, show they frequently worked more than 8 hours per shift and more than 40 hours
28 per week. Plaintiff's review of the sampling of time records suggests approximately 65% of

1 shifts are for more than 8 hours, and accordingly Plaintiff contends FMA shorted the class
2 members on hours worked and compensation almost 2/3 of the time. In response, FMA
3 contended it accurately tracked and paid for all employee hours worked, and noted its payroll
4 records demonstrated that it frequently paid overtime when employees worked over 8 hours per
5 shift or over 40 hours per week.

6 15. Plaintiff also contended Defendant's written meal and rest break policy was at best
7 partially compliant, and did not explain meal and rest breaks must be for a net 30 minutes/10
8 minutes without interruption, nor does it contain the required "major fraction thereof" language
9 required for rest periods. Also, while it provides employees shall do no work while on a meal
10 period, it does not specify that employees are completely free from all employer control during a
11 meal break (or a rest break for that matter. As a practical matter, however, Plaintiff contended
12 multiple de facto violations. First, the review of FMA's time records suggests it did not track the
13 clock out/in times for meal periods but instead had an "auto deduct" policy where 30 minutes was
14 deducted each shift for a meal period regardless of whether the meal period occurred or not.
15 Nevertheless, while it appears Plaintiff and the class members generally received their meal
16 periods, Plaintiff also contends FMA's combined the meal period with the required paid rest
17 breaks and he and the class members received a single, one-hour break at the approximate mid-
18 point of each shift, which practice violates California law. He also contends the company placed
19 limits on how employees used their meal periods, and specifically that employees were not
20 permitted to lie down and rest or take a nap.

21 16. Defendant denies Plaintiff's contentions, claiming it made meal and rest breaks
22 available to Class Members in compliance with California law. Defendant contends its meal and
23 rest break policies are lawful and that Class Members were frequently reminded they were
24 required to take all meal and rest breaks, and that they in fact took all required breaks. Finally,
25 Defendant argues that Plaintiff's meal and rest break claims are not susceptible to common proof,
26 as the claims would require individualized inquiry, including whether there was an unlawful
27 companywide policy, whether employees had the opportunity to take meal and rest periods,
28 whether they voluntarily chose to forego their meal and rest periods, and whether Defendant ever

1 prevented them from taking meal and rest periods. Accordingly, Defendant contends these claims
2 are vulnerable to a ruling that class treatment is not appropriate.

3 17. Plaintiff also alleged derivatively that, as a result of the above alleged violations,
4 Defendant failed to provide accurate wage statements and failed to timely pay all wages that were
5 due and owing upon separation of employment. Thus, should the primary claims fail, Plaintiff's
6 derivative claims would also fail. Defendant also contends it would not be liable for waiting time
7 penalties because a "good faith dispute" exists over the payment of past wages. Further,
8 Defendant contends Plaintiff would have to prove that Defendant "willfully" failed to pay Class
9 Members appropriate wages due upon separation of employment. Defendant contends that any
10 failure to pay wages upon separation was not willful.

11 18. As far as potential PAGA liability, the Aggrieved Employees theoretically are
12 entitled to penalties totaling upwards of \$1,500,000 should Plaintiff prevail on all claims and
13 establish violations of the multiple Labor Code sections at issue. As with the class claims,
14 Plaintiff discounted the potential PAGA penalties since the Court possesses wide discretion to
15 reduce such penalties, or to decline to award penalties at all. Accordingly, the Parties allocated
16 \$20,000 to PAGA penalties, which amount Plaintiff submits is reasonable under the
17 circumstances and in line with comparable settlements in other wage and hour class actions in
18 California. Additionally, the LWDA has been informed of the terms of the PAGA portion of the
19 settlement, and will be able to weigh in as necessary.

20 19. The settlement obviates the significant risk that this Court may find any kind of
21 class resolution unachievable or might deny certification of all or some of Plaintiff's claims.
22 Furthermore, even if Plaintiffs obtained certification of all or some of the claims, continued
23 litigation would be expensive as the parties pursued merits discovery, a probable motion to
24 decertify, as well as trial and possible appeals, and would substantially delay any recovery by the
25 class with no assurance of recovering significantly more than the proposed settlement. Further, in
26 support of its position that installment payments are appropriate, Defendant provided Plaintiff
27 with financial documentation such as tax returns, balance sheets, and P&L statements, which
28 Plaintiff then had reviewed by an accounting expert. Based on that review, the Parties agreed

installments are appropriate to ensure the settlement does not impact the business's cash flow such that it would jeopardize ongoing operations and its ability to meet payroll obligations to current employees. Overall, while Plaintiff is confident in the merits of his claims, a legitimate controversy exists as to each cause of action. Plaintiff also recognizes proving the amount of wages and penalties due each Class Member would be an expensive and uncertain proposition.

20. Plaintiff and counsel discounted the value of the class claims consistent with the risks discussed above, and carefully weighed the likelihood of the class receiving substantially greater benefit if the litigation continued. Plaintiff and counsel concluded – in light of these very real and substantial risks – settlement on the proposed terms and without prolonged and costly litigation was in the best interests of the class. The overall \$360,000 recovery represents a significant percentage of Defendant's potential exposure and, given the risks addressed above, a total recovery for the class of \$360,000, which will result in average award of some \$1,036 per class member, is a significant result well within the range of reasonableness considering all potential outcomes, and it will provide direct monetary awards to all Class Members without further delay.

PLAINTIFF'S ENHANCEMENT AWARD

21. Under the terms of the settlement, Plaintiff seeks a modest incentive award of \$10,000 for his service in bringing these claims on behalf of the Class. The request is reasonable given the risks he undertook on behalf of the Class Members. By contacting and retaining counsel to pursue these claims, Plaintiff helped make this settlement possible for the absent Class Members, while shouldering the risk of being liable for Defendant's litigation costs. Plaintiff also exposed himself to unwanted notoriety related to filing a public lawsuit (discoverable even through a simple google search) for the benefit of other employees, placing himself at risk of discrimination by future prospective employers. As set forth in more detail in his declaration submitted with the preliminary approval motion, among taking many other actions assisting in the successful litigation of this case, Plaintiff provided substantial factual information and documents to counsel, attended numerous meetings/phone conferences with counsel to discuss the case, and kept abreast of all significant developments. Accordingly, the requested enhancement payments

1 to Plaintiff is appropriate and justified as part of the settlement.

2 **SETTLEMENT ADMINISTRATION COSTS**

3 22. The settlement provides for a payment to Phoenix for its services as the Settlement
4 Administrator. As set forth in the Declaration of Jarrod Salinas, Phoenix has performed and will
5 continue to perform its required duties through final distribution of the settlement funds and
6 incurred \$12,000 in fees and expenses. Accordingly, Plaintiff respectfully requests the Court
7 approve payment of \$12,000 to Phoenix from the GSA.

8 **ATTORNEY'S FEES AND COSTS**

9 23. Per the terms of the settlement, up to one-third of the gross settlement amount is
10 allocated to payment of reasonable attorney's fees. Here, the parties did not negotiate the
11 inclusion of attorney's fees until after extensive arms-length bargaining regarding relief to
12 the Class was completed. The requested fee and cost award was a product of these arms-
13 length negotiations and fairly reflects the marketplace value of the services rendered by Class
14 Counsel in this case for the reasons addressed herein.

15 24. Over the past two plus years my office has been representing Plaintiff with
16 respect to this matter, our efforts included: (1) extensive pre-lawsuit investigation of the claims
17 of Plaintiff and the putative class, including legal research, obtaining Plaintiff's employment
18 records, research into similar claims and claims against other employers in the same industry, and
19 attempts to locate and contact other FMA employees; (2) drafting a PAGA notice letter; (3)
20 drafting the initial complaint and related documents; (4) case management, including
21 communications with defense counsel, meeting and conferring/preparing case management
22 statements, etc.; (5) lengthy discussions with defense counsel regarding settlement/mediation and
23 informal discovery needed for meaningful settlement discussions; (6) engaging in substantial
24 informal discovery, including propounding informal discovery "requests" and reviewing
25 documents and other information produced; (7) reviewing Defendant's financial disclosures with
26 a consulting expert (8) drafting a mediation brief and accompanying damages model after review
27 and analysis of defendant's informal discovery production; (9) attending an all-day mediation;
28 (10) negotiating and drafting the settlement agreement and related documents; (11) drafting the

1 motion for preliminary approval and attending the hearing thereon; (12) administration of the
2 settlement, including addressing application of the escalator clause, communications with the
3 Settlement Administrator and settlement class members; (13) drafting the motion for final
4 approval and motion for attorney's fees, and attending the final approval hearing; and (14)
5 extensive communications with the Plaintiff regarding case status, case investigation and
6 document review, mediation, and settlement terms. Additionally, Class Counsel will incur
7 additional time to attend the final approval hearing and following final approval to, inter alia,
8 respond to class member inquiries, work with the Settlement Administrator on the distribution of
9 settlement funds, and on the compliance hearing. Attached hereto as Exhibit 2 is a true and
10 correct summary of work performed and time expended.

11 25. I am a 1989 graduate of the College of William and Mary, and a 1995 graduate
12 *cum laude* of the University of San Diego School of Law, where I was selected to the Order of the
13 Coif and the Order of Barristers. Prior to 2003, I was a litigation associate with Ross Dixon &
14 Bell, LLP (now Troutman Pepper LLP), in Orange County, California, where my practice focused
15 on complex business, employment, and insurance coverage disputes. In 2003, I became
16 associated with Dostart Clapp & Coveney, LLP, then one of the premiere plaintiffs' wage and
17 hour class action firms in California. In 2008, I founded the Law Offices of J. Kirk Donnelly.
18 Since 2003, my practice has focused on representing plaintiffs in wage and hour and consumer
19 law matters, including both class actions and individual matters. I have served as class and/or
20 PAGA counsel in a number of wage and hour class and representative actions, including Martinez
21 v. 'T' McGee Electric, Inc., Case No. CIVSB2114427 (San Bernardino County Superior Court);
22 Herrera v. Stone Etc., Inc., et al., Case No. 21STCV43188 (Los Angeles Superior Court); Acosta
23 v. Turlock Walnut Company, Case No. 22-CV-001051 (Stanislaus County Superior Court);
24 Velasquez v. Water Damage Rescue, Inc. Case No. 21STCV46033 (Los Angeles County
25 Superior Court); Galindo v. Berro Management Company, Inc., Case No. 22STCV25853 (Los
26 Angeles Superior Court); Quintero, et al. Greg Markarian Ag Enterprises, Inc., Case No. 23CV-
27 00106 (Merced County Superior Court); George v. Retail Merchandising Solutions, Inc., Case
28 No. RG16828194 (Alameda County Superior Court); Bolanos v Lyneer Staffing Solutions LLC,

1 Case No. 23STCV21860 (Los Angeles County Superior Court); Buford v. Medical Solutions,
2 LLC, Case No. 18-CV-04104 YGR (N.D. Cal.); Bautista v. Western Care Construction, Case No.
3 S-CV-0049217 (Placer County Superior Court); Delgado v Vander Woude Farms, Case No. ____
4 (Merced County Superior Court); Herrera v. TVI, Inc., et al., Case No. CIVDS1722863 (San
5 Bernardino County Superior Court); Rios v AMI Foods, Inc., Case No. 22CV005381 (Alameda
6 County Superior Court); Freeman v. Bank of America, N.A., Case No. CGC18471710 (San
7 Francisco County Superior Court); Gutierrez v. Fraiche Catering, Inc., Case No. CGC-23-605255
8 (San Francisco Superior Court); Gomez v. Giulietta Italian Foods, Inc., Case No. 22CV392988
9 (Santa Clara County Superior Court), Echeverria v. Technicote, Inc., Case No. RIC1714621
10 (Riverside County Superior Court), Acosta v. ECC Capital Corporation, Case No. 30-2009-
11 00180086 (Orange County Superior Court), Tiffany v. Hometown Buffet, Inc., Case No. 06-CV-
12 2524 SMA (N.D. Cal.), Mendoza v. Bear Stearns Residential Mortgage Corporation, Case No.
13 08-CV-6916 DSF (C.D. Cal.), In Re: First Franklin Employment Cases, JCCP No. 4598 (San
14 Diego County Superior Court), Mendoza v. ECC Capital Corporation, Case No. 08-CV-6916 JN
15 (C.D. Cal.), Acosta v. Bear Stearns, Case 30-2009-00180086 (Orange County Superior Court);
16 George v. Mercado Latino, Inc., Case No. CIVDS1822302 (San Bernardino County Superior
17 Court), Verduzco v. Ramco Enterprises, LP, et al., Case No. 18CV004104 (Monterey County
18 Superior Court); Gonzalez v. Power Design, Inc., Case No. 19STCV31839 (Los Angeles County
19 Superior Court); Weston v. Cuesta Investments, Case No. 18CV04823 (Santa Barbara County
20 Superior Court); Martinez v. DNNEY Trade Co., Case No. 18STCV09631 (Los Angeles County
21 Superior Court); Navarro v. Ressac, Case No. 19STCP00319 (Los Angeles County Superior
22 Court); Villalta v. Stars Recreation Center, Case No. FCS054507 (Solano County Superior
23 Court); Anglin v. Sonnikson and Stahl Construction, Case No. CIVMSC19-00149 (Contra Costa
24 County Superior Court); Rosendahl v. Riverside Metro Auto Group, Case No. RIC1903707
25 (Riverside County Superior Court); Hawkins v. SAS Retail Services, Inc., Case No. 30-2017-
26 00958467-CU-OE-CXC (Orange County Superior Court); Salazar v. National Labor Contractors,
27 et al., Case No. CIVDS1905225 (San Bernardino County Superior Court); Reyes v. Assa Abloy
28 Door Controls and Accessories Group, Inc., Case No. 56-2019-00523849-CU-OE-VTA (Ventura

1 County Superior Court); Valencia v The Original Mowbray's Tree Service, Incorporated, Case
2 No. CIVDS1825518 (San Bernardino County Superior Court); Castillo v. Gaither's Family
3 Homes, Inc., Case No. VCU277188 (Tulare County Superior Court); Canales v. Fashion Design,
4 LLC, Case No. 30-2019-010529520CU-OD-CXC (Orange County Superior Court); and Thomas
5 v Californian-Magnolia Convalescent Hospital, Inc., Case No. RIC1901197 (Riverside Superior
6 Court).

7 26. During the approximately five years I was associated with DCC, the firm was
8 appointed class counsel in over 20 class actions alleging violations of federal and California wage
9 and hour laws. I played an integral role in litigating these matters, which included some of the
10 largest and most complex wage and hour class actions ever brought in California. For instance,
11 while I was with DCC, the firm was co-lead counsel in Bahramipour v. Citigroup Global
12 Markets, Inc., Case No. 04-0440-CW (N.D. Cal.), a class action on behalf of stockbrokers
13 employed by Citigroup (as well as several predecessor entities) for unpaid overtime,
14 reimbursement of business expenses, and improper deductions from wages. Although the matter
15 initially was filed on behalf of a class of California-only employees, it eventually evolved into a
16 nationwide class action on behalf of over 17,000 class members, and ultimately settled for
17 approximately \$106 million. Likewise, I played a prominent role in litigating Takacs v. A.G.
18 Edwards & Sons, Inc., Case No. 04-CV-1852 JAH (S.D. Cal.), one of the first class actions
19 brought in California on behalf of stock brokers seeking recovery of overtime wages and
20 reimbursement for business expenses and improper wage deductions, and one of the most
21 extensively litigated such cases. The matter resulted in a comprehensive opinion denying
22 defendant's motion for summary judgment, found at 444 F.Supp.2d 1100, which opinion decided
23 several issues present in all of the stock broker overtime cases in the plaintiffs' favor.

24 27. My firm has obtained several multi-million dollar wage and hour class
25 action/PAGA settlements while serving as lead counsel in recent years, including a \$9.75 million
26 wage and hour class action/PAGA settlement in Freeman v. Bank of America, N.A., a \$1.4
27 million dollar wage and hour class action settlement in Mendoza v. Bear Stearns Residential
28 Mortgage Corporation, a \$1.2 million dollar class action settlement in In re: First Franklin

1 Employment Cases, and a \$1.2 million dollar wage and hour class action/PAGA settlement in
2 George v. Retail Merchandising Solutions, Inc.

3 28. Based upon the qualifications and experience set forth above, I believe an hourly
4 rate of \$850 is reasonable for my time, and for my paralegal Adriana Barba I believe an hourly
5 rate of \$200 is reasonable.

6 29. I request the Court apply the above hourly billing rates in this case, as it reasonable
7 in the California legal market for attorneys handling wage and hour class and PAGA actions. I
8 have personal knowledge of the hourly rates charged by a number of plaintiff-side wage and hour
9 class action firms in the Bay Area, Los Angeles and San Diego markets, for partner-level
10 attorneys with experience comparable to mine. These rates have range from \$650 to \$850 per
11 hour for calendar years 2017-2023. Some examples include attorney Matthew Matern of Matern
12 Law Group in Los Angeles, with approximately 26 years of experience \$850/hour (2018); Craig
13 Ackermann of Ackermann & Tilajef, PC with approximately 25 years of experience \$850/hour
14 (2021), Michael Malk of Malk APC in Los Angeles, with approximately 16 years of experience
15 \$650/hour (2018), Michael Singer and Isam Khoury of Cohelan Khoury & Singer in San Diego,
16 35 years and 45 years of experience respectively, both \$825/hour (2018), Zachary Crosner of
17 Crosner Legal PC, 14 years of experience \$800/hour (2023), and James Kawahito of Kawahito
18 Law Group in Los Angeles, with approximately 16 years of experience \$750/hour (2020).

19 30. The requested rates also comport with the adjusted Laffey Matrix, which provides
20 that reasonable hourly rates for attorneys with 20+ years of experience, such as myself, is over
21 \$1000. The adjusted Laffey Matrix may be found at <http://www.laffeymatrix.com/see.html>.
22 Similarly, the Westlaw Court Express Legal Billing Report Volume 17, Number 3, for the
23 California region suggests billing rates for partner-level attorneys with experience comparable to
24 mine ranged from \$810-1,220/hour as of 2015. A true and correct copy of the Billing Report is
25 attached hereto as Exhibit 3.

26 31. After the analysis above, my firm's lodestar is \$85,055.00, based on 108.4 attorney
27 and paralegal hours spent litigating this case through the filing of this motion. Further, we will
28 almost certainly spend additional time addressing settlement administration matters, responding

1 to class member questions, submitting the compliance report and amended judgment, etc. On a
2 lodestar basis, the fee request of \$120,000 represents the base lodestar with a modest 1.41
3 enhancement, which is entirely in line with California precedent.

4 32. As noted, my firm has represented Plaintiff for over a two years with respect to
5 this matter and has expended a significant amount of time and resources in that representation and
6 additionally we will need to wait about another year before receive full payment for our fees. My
7 firm agreed to litigate this case on a purely contingent basis and in so doing assumed considerable
8 risk of non-payment for its fees and costs, as discussed above, and as is the case with these cases
9 in general. Under all relevant factors (as outlined herein and in the accompanying memorandum),
10 Plaintiff respectfully requests the Court award his counsel the requested fees of \$120,000 based
11 on the common fund theory with a corresponding lodestar cross-check and modest 1.41 lodestar
12 modifier.

13 33. This case posed considerable contingent risk, for the reasons addressed above; if
14 there had been recovery then my firm would not have received any fees for the time invested
15 litigating the case. Throughout the pendency of this case, my firm has received no compensation
16 or reimbursement for its efforts representing Plaintiff and the Class.

17 34. My firm assumes a great deal of contingent risk in every wage and hour class
18 action it undertakes. I have been involved in a number of cases where plaintiffs and their counsel
19 invested hundreds of hours to time and tens of thousands in costs with no return. For example, in
20 a matter alleging misclassification on behalf of a putative class of assistant managers at major
21 restaurant chain, after three years of exceptionally adversarial litigation and the investment of
22 over 1,000 hours of attorney time and over \$100,000 in costs, the trial court denied plaintiffs'
23 motion for class certification. In another misclassification case on behalf of assistant managers at
24 large restaurant chain, the parties reached a settlement after three years of litigation, secured
25 preliminary approval and completed the notice process to the settlement class, only to have the
26 defendant file for bankruptcy a few days before the final approval hearing. Lastly, in a matter
27 against a large regional bank seeking expense reimbursement of behalf of outside salespersons,
28 after more than a year of combative litigation and shortly before plaintiff's class certification

1 motion was due, the defendant was taken over by federal regulators. In each of these instances
2 the plaintiff's firm received nothing despite the investment of hundreds of hours of attorney time
3 and thousands of dollars in out-of-pocket costs.

4 35. Reimbursement for litigation costs and expenses is capped at \$10,000 under the
5 terms of Settlement Agreement. A true and correct itemization of the costs and expenses incurred
6 by my firm is set forth below:

Expense Category	Amount
Court Filing Fees/ Service of Process/Attorney Service	\$1,959.34
Expert Fees	\$500.00
Mediation Fees	\$3,975.00
Postage/Overnight/Fax	\$14.04
PAGA Filing Fee	\$75.00
Photocopying	(waived)
Legal Research	(waived)
Total Costs and Expenses	\$6,523.38

14 36. These costs and expenses are reasonable in amount and were necessary to the
15 successful resolution of the case. I respectfully request the Court approve payment of \$6,523.38
16 in litigation costs and expenses to my firm consistent with the cap provided for in the Settlement
17 Agreement.

18 37. For all the foregoing reasons, I respectfully request that the Court approve the
19 settlement in all particulars.

20 I declare under penalty of perjury under the laws of the State of California that the
21 foregoing is true and correct. Executed this 19th day of December 2024, at Carlsbad, California.

22
23 
24 Declarant

EXHIBIT 1

EXHIBIT 2

Juan Manuel Nino Rico v. FMA Landscape Services, Inc., et al.
Santa Clara County Superior Court Case No. 23CV409762

Law Offices of J. Kirk Donnelly Time Report

Tasks	J. Kirk Donnelly	Adriana Barba (Paralegal)
Pre-filing Case Investigation	7.7	4.5
Pleadings and Law and Motion	23.6	0.0
Discovery and Post-Filing Investigation	22.8	3.7
Court Appearances	2.0	0.0
Case Management; Litigation Strategy & Analysis	20.5	1.7
Mediation and Settlement	20.9	1.0
Total Hours	97.5	10.9
Hourly Rate	\$850	\$200
Lodestar	\$82,875	\$2,180

Total Hours: 108.4

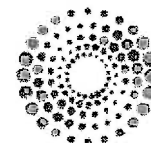
Total Lodestar: \$85,055.00

EXHIBIT 3

LEGAL BILLING REPORT

By Region. By Firm

Volume 17, Number 3
December 2015



THOMSON REUTERS

California Region

Firm **Snell & Wilmer**

Firm Size: 419 Firm Rank 104

Court Name Arizona
Case Name Xhibit Corp., et al.,
Case Number 2:15-bk-00679-BKM

For fee applications
1/22/2015 through 9/11/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Eric S. Pezold	Partner	CA	2004	2004	\$520	0.10	\$52.00
Total:						<u>0.10</u>	<u>\$52.00</u>

Firm **Klee, Tuchin, Bogdanoff & Stern, LLP**

Firm Size: 19 Firm Rank 0

Court Name California Central
Case Name State Fish Co., Inc
Case Number 2:15-bk-11084-SK

For fee applications
6/1/2015 through 9/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Kenneth Klee	Partner	CA	1974	1975	\$1,300	0.20	\$260.00
David Stern	Partner	CA	1975	1975	\$1,080	189.50	\$204,660.00
Michael Tuchin	Partner	CA	1990	1990	\$1,080	137.10	\$148,068.00
Maria Scountas Argiropoulos	Partner	CA	2006	2006	\$675	25.20	\$17,010.00
Colleen M. Keating	Counsel	CA	2008	2008	\$650	111.20	\$72,280.00
Jonathan M. Weiss	Associate	CA	2012	2012	\$475	525.00	\$249,375.00
Kathryn T. Zwicker	Associate	CA	1986	1986	\$440	9.50	\$4,180.00
Sasha M. Gurvitz	Associate	CA	2014	2014	\$395	40.80	\$16,116.00
Total:						<u>1038.50</u>	<u>\$711,949.00</u>

Firm **Bracewell & Giuliani LLP**

Firm Size: 422 Firm Rank 103

Court Name Delaware
Case Name Optim Energy, LLC, et al,
Case Number 14-10262 (BLS)

For fee applications
2/12/2014 through 10/15/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Joe R. Hull	Partner	CA	1969	1969	\$790	0.60	\$474.00
Total:						<u>0.60</u>	<u>\$474.00</u>

Firm **Brown Rudnick LLP**

Firm Size: 184 Firm Rank 211

Court Name Delaware
Case Name Corinthian Colleges Inc.
Case Number 15-10952 (KJC)

For fee applications
5/4/2015 through 9/21/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Ronald Rus	Partner	CA	1975	1975	\$880	1.50	\$1,320.00
Lauren E. Curry	Partner	CA	2010	2010	\$730	78.90	\$57,597.00
Total:						<u>80.40</u>	<u>\$58,917.00</u>

California Region

Firm Cooley LLP

Firm Size: 613 Firm Rank 63

Court Name Delaware
Case Name RS Legacy Corporation
Case Number 15-10197 (BLS)

For fee applications
6/1/2015 through 10/7/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Seth A. Raffkin	Partner	CA	1998	1998	\$810	0.50	\$405.00
Janet D. Gertz	Associate	CA	2004	2004	\$755	14.60	\$11,023.00
Shannon L. Sorrells	Associate	CA	2011	2011	\$595	2.80	\$1,666.00
Total:						17.90	\$13,094.00

Firm Gibson Dunn & Crutcher, LLP

Firm Size: 1039 Firm Rank 21

Court Name Delaware
Case Name ENERGY FUTURE HOLDINGS CORP
Case Number 14-10979 (CSS)

For fee applications
8/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Matthew Bouslog	Associate	CA	2011	2011	\$625	5.10	\$3,187.50
Total:						5.10	\$3,187.50

Firm Kirkland & Ellis LLP

Firm Size: 1442 Firm Rank 13

Court Name Delaware
Case Name ENERGY FUTURE HOLDINGS CORP
Case Number 14-10979 (CSS)

For fee applications
8/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Mike Beinus	Partner	CA	1999	1999	\$1,220	3.10	\$3,782.00
Mark E. McKane	Partner	CA	1997	1997	\$1,025	198.50	\$203,462.50
Christopher Keegan	Partner	CA	2002	2002	\$855	75.50	\$64,552.50
Michael Esser	Associate	CA	2009	2009	\$825	213.40	\$176,055.00
Alexander Davis	Associate	CA	2012	2012	\$710	192.60	\$136,746.00
Justin Sowa	Associate	CA	2013	2013	\$710	199.70	\$141,787.00
Austin Klar	Associate	CA	2013	2013	\$635	35.00	\$22,225.00
Sarah Stock	Associate	CA	2013	2013	\$635	121.60	\$77,216.00
Anna Terteryan	Associate	CA	2014	2014	\$555	241.80	\$134,199.00
James Barolo	Associate	CA	2014	2014	\$555	108.60	\$60,273.00
Kevin Chang	Associate	CA	2014	2014	\$555	170.80	\$94,794.00
Total:						1560.60	\$1,115,092.00

California Region

Firm **Klee, Tuchin, Bogdanoff & Stern, LLP**

Firm Size: 19 Firm Rank 0

Court Name Delaware
Case Name SEAL123, INC., et al.
Case Number 15-10081 (CSS)

For fee applications
7/1/2015 through 11/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Lee Bogdanoff	Partner	CA	1985	1985	\$1,080	7.30	\$7,884.00
Michael Tuchin	Partner	CA	1990	1990	\$1,080	37.10	\$40,068.00
David Fidler	Partner	CA	1997	1998	\$850	12.70	\$10,795.00
Robert J. Pfister	Partner	CA	2001	2001	\$795	0.20	\$159.00
David M. Guess	Partner	CA	2005	2005	\$695	67.30	\$46,773.50
Maria Sountas Argiropoulos	Partner	CA	2006	2006	\$675	1.70	\$1,147.50
Justin D. Yi	Partner	CA	2009	2009	\$625	0.80	\$500.00
Jonathan M. Weiss	Associate	CA	2012	2012	\$475	34.70	\$16,482.50
Kathryn T. Zwicker	Associate	CA	1986	1986	\$440	12.40	\$5,456.00
Total:						<u>174.20</u>	<u>\$129,265.50</u>

Firm **Morrison & Foerster LLP**

Firm Size: 1025 Firm Rank 22

Court Name Delaware
Case Name ENERGY FUTURE HOLDINGS CORP
Case Number 14-10979 (CSS)

For fee applications
8/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Clara Lim	Associate	CA	2012	2012	\$635	39.80	\$25,273.00
Chika Arakawa	Associate	CA	2013	2013	\$495	8.30	\$4,108.50
Total:						<u>48.10</u>	<u>\$29,381.50</u>

California Region

Firm **Munger Tolles & Olson LLC**

Firm Size: 181 Firm Rank 216

Court Name Delaware
Case Name ENERGY FUTURE HOLDINGS CORP
Case Number 14-10979 (CSS)

For fee applications
8/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
John W. Spiegel	Partner	CA	1977	1977	\$1,065	36.30	\$38,659.50
Thomas B. Walper	Partner	CA	1980	1980	\$1,065	184.05	\$196,013.25
Stephen D. Rose	Partner	CA	1991	1991	\$960	29.20	\$28,032.00
Todd J. Rosen	Partner	CA	1999	1999	\$875	53.20	\$46,550.00
Jay M. Fujitani	Partner	CA	1984	1984	\$830	92.50	\$76,775.00
Kevin S. Allred	Partner	CA	1986	1986	\$830	94.50	\$78,435.00
Seth Goldman	Partner	CA	2002	2002	\$750	154.70	\$116,025.00
Bradley R. Schneider	Of Counsel	CA	2004	2004	\$680	115.10	\$78,268.00
Emily A. Bussigel	Associate	CA	2010	2010	\$635	184.80	\$117,348.00
Sam Greenberg	Associate	CA	2010	2010	\$615	61.70	\$37,945.50
Alex D. Terepka	Associate	CA	2012	2012	\$510	89.40	\$45,594.00
Andrea M. Weintraub	Associate	CA	2013	2013	\$510	68.30	\$34,833.00
Sara N. Taylor	Associate	CA	2012	2012	\$510	70.40	\$35,904.00
Peter E. Boos	Associate	CA	2014	2014	\$395	11.40	\$4,503.00
Total:						<u>1245.55</u>	<u>\$934,885.25</u>

Firm **O'Melveny & Myers LLP**

Firm Size: 1193 Firm Rank 16

Court Name Delaware
Case Name Colt Holding Company
Case Number 15-11296 (LSS)

For fee applications
8/1/2015 through 9/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
John-Paul Motley	Partner	CA	1999	1999	\$930	6.70	\$6,231.00
Sarah Hoffner	Counsel	CA	2004	2004	\$755	11.20	\$8,456.00
Jeeho Lee	Counsel	CA	2007	2007	\$745	5.00	\$3,725.00
Joannah Caneda	Associate	CA	2015	2015	\$460	4.90	\$2,254.00
Christopher Martin	Associate	CA	2014	2014	\$415	1.20	\$498.00
Joseph Zujkowski	Counsel	CA	2008	2008	\$390	183.60	\$71,604.00
Total:						<u>212.60</u>	<u>\$92,768.00</u>

California Region

Firm Pachulski Stang Ziehl Young Jones & Wei

Firm Size: 55 Firm Rank: 0

Court Name Delaware
Case Name DDMG Estate
Case Number 12-12568(BLS)

For fee applications
8/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Debra I. Grassgreen	Partner	CA	1991	1994	\$925	1.30	\$1,202.50
William Ramseyer	Of Counsel	CA	1980	1980	\$650	1.10	\$715.00
Total:						<u>2.40</u>	<u>\$1,917.50</u>

Firm Pachulski Stang Ziehl Young Jones & Wei

Firm Size: 55 Firm Rank: 0

Court Name Delaware
Case Name ICL Holdings Company, INC
Case Number 12-13319

For fee applications
6/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
William L. Ramseyer	Of Counsel	CA	1980	1980	\$650	7.60	\$4,940.00
Total:						<u>7.60</u>	<u>\$4,940.00</u>

Firm Pachulski Stang Ziehl Young Jones & Wei

Firm Size: 55 Firm Rank: 0

Court Name Delaware
Case Name NE OPCO Inc
Case Number 1:13-BK-11483

For fee applications
8/1/2015 through 9/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Andrew W. Caine	Partner	CA	1983	1983	\$925	0.20	\$185.00
William L. Ramseyer	Of Counsel	CA	1980	1980	\$650	1.30	\$845.00
William Ramseyer	Of Counsel	CA	1980	1980	\$650	2.10	\$1,365.00
Total:						<u>3.60</u>	<u>\$2,395.00</u>

Firm Pachulski Stang Ziehl Young Jones & Wei

Firm Size: 55 Firm Rank: 0

Court Name Delaware
Case Name SEAL123, INC., et al.
Case Number 15-10081 (CSS)

For fee applications
7/1/2015 through 11/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Andrew W. Caine	Of Counsel	CA	1983	1983	\$925	0.40	\$370.00
Jeffrey Pomerantz	Partner	CA	1989	1989	\$895	0.90	\$805.50
Shirley S. Cho	Of Counsel	CA	1997	1997	\$750	13.10	\$9,825.00
Total:						<u>14.40</u>	<u>\$11,000.50</u>

California Region

Firm **Pachulski Stang Ziehl Young Jones & Wei**

Firm Size: 55 Firm Rank 0

Court Name Delaware
Case Name SS Body Armor I, INC
Case Number 10-11255-(PJW)

For fee applications
9/1/2014 through 9/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Alan J. Kornfeld	Partner	CA	1987	1987	\$925	8.90	\$8,232.50
Andrew Caine	Of Counsel	CA	1983	1983	\$895	0.20	\$179.00
David J. Barton	Partner	CA	1981	1981	\$850	0.30	\$255.00
David M. Bertenthal	Partner	CA	1989	1993	\$850	10.00	\$8,500.00
Maxim B. Litvak	Partner	CA	2001	2001	\$775	1.70	\$1,317.50
Joshua M. Fried	Partner	CA	2006	2006	\$725	2.80	\$2,030.00
Jonathan Kim	Of Counsel	CA	1995	1995	\$665	0.80	\$532.00
Elissa Wagner	Of Counsel	CA	2000	2001	\$625	46.60	\$29,125.00
William Ramseyer	Of Counsel	CA	1980	1980	\$625	2.40	\$1,500.00
Total:						<u>73.70</u>	<u>\$51,671.00</u>

Firm **Paul Hastings LLP**

Firm Size: 881 Firm Rank 30

Court Name Delaware
Case Name MolyCorp, Inc
Case Number 15-11357 (CSS)

For fee applications
8/1/2015 through 9/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Leslie A. Plaskon	Partner	CA	1988	1988	\$1,150	111.10	\$127,765.00
Peter Burke	Partner	CA	1996	1996	\$975	3.90	\$3,802.50
Daniel C. Tola	Associate	CA	2013	2013	\$550	20.50	\$11,275.00
Kevin Kraft	Associate	CA	2014	2014	\$495	4.80	\$2,376.00
Total:						<u>140.30</u>	<u>\$145,218.50</u>

Firm **Paul Hastings LLP**

Firm Size: 881 Firm Rank 30

Court Name Delaware
Case Name SEAL123, INC., et al.
Case Number 15-10081 (CSS)

For fee applications
7/1/2015 through 11/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Nancy L. Abell	Partner	CA	1979	1979	\$995	0.90	\$895.50
Stephen D. Cooke	Partner	CA	1985	1985	\$973	0.30	\$292.13
Total:						<u>1.20</u>	<u>\$1,187.63</u>

California Region

Firm Quinn Emanuel Urquhart & Sullivan, LLP

Firm Size: 647 Firm Rank 58

Court Name Delaware
Case Name RS Legacy Corporation
Case Number 15-10197 (BLS)

For fee applications
6/1/2015 through 10/7/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Benjamin Finestone	Partner	CA	2004	2005	\$840	11.20	\$9,408.00
Katherine Scherling	Associate	CA	2008	2010	\$735	211.50	\$155,452.50
Randa Osman	Partner	CA	1990	1990	\$695	47.20	\$32,804.00
Total:						269.90	\$197,664.50

Firm Robins Kaplan LLP

Firm Size: 250 Firm Rank 0

Court Name Delaware
Case Name Corinthian Colleges Inc
Case Number 15-10952 (KJC)

For fee applications
5/4/2015 through 9/21/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Roman M. Silberfeld	Partner	CA	1995	1995	\$810	5.70	\$4,617.00
Howard Weg	Partner	CA	2014	2014	\$795	60.30	\$47,938.50
David B. Shernano	Partner	CA	2014	2014	\$675	17.00	\$11,475.00
Scott F. Gautier	Partner	CA	2014	2014	\$675	452.00	\$305,100.00
James P. Menton, Jr.	Partner	CA	2014	2014	\$650	17.40	\$11,310.00
Cynthia C. Hernandez	Associate	CA	2009	2009	\$470	397.90	\$187,013.00
Lorie A. Ball	Associate	CA	2014	2014	\$450	568.10	\$255,645.00
Amy Churan	Partner	CA	2001	2001	\$420	18.10	\$7,602.00
Total:						1536.50	\$830,700.50

Firm Torys LLP

Firm Size: 236 Firm Rank 0

Court Name Delaware
Case Name Nortel Networks Inc.
Case Number 09-10138

For fee applications
8/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Sheila Block	Partner	CA	1974	1974	\$1,090	9.10	\$9,919.00
Adam Slavens	Associate	CA	2007	2007	\$775	163.00	\$126,325.00
Total:						172.10	\$136,244.00

California Region

Firm **Cooley LLP**

Firm Size: 613 Firm Rank 63

Court Name Virginia Eastern

Case Name Health Diagnostic Laboratory, Inc.

Case Number 15-32919-KRH

For fee applications

6/7/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Aarti G. Reddy	Associate	CA	2010	2010	\$655	11.20	\$7,336.00
Amanda B. Pacheco	Associate	CA	2013	2013	\$470	3.30	\$1,551.00
Total:						<u>14.50</u>	<u>\$8,887.00</u>

California Region

Title	Professional	Firm	Graduated	Admitted	State	Rate	Hours	Total
Partner	Kenneth Klee	Klee, Tuchin, Bogdanoff & Stern, LLP	1975	1974	CA	\$1,300	0.2	\$260.00
Partner	Mike Beinus	Kirkland & Ellis LLP	1999	1999	CA	\$1,220	3.1	\$3,782.00
Partner	Leslie A. Plaskon	Paul Hastings LLP	1988	1988	CA	\$1,150	111.1	\$127,765.00
Partner	Sheila Block	Torys LLP	1974	1974	CA	\$1,090	9.1	\$9,919.00
Partner	David Stern	Klee, Tuchin, Bogdanoff & Stern, LLP	1975	1975	CA	\$1,080	189.5	\$204,660.00
Partner	Lee Bogdanoff	Klee, Tuchin, Bogdanoff & Stern, LLP	1985	1985	CA	\$1,080	7.3	\$7,884.00
Partner	Michael Tuchin	Klee, Tuchin, Bogdanoff & Stern, LLP	1990	1990	CA	\$1,080	174.2	\$188,136.00
Partner	John W. Spiegel	Munger Tolles & Olson LLC	1977	1977	CA	\$1,065	36.3	\$38,659.50
Partner	Thomas B. Walper	Munger Tolles & Olson LLC	1980	1980	CA	\$1,065	184.05	\$196,013.25
Partner	Mark E. McKane	Kirkland & Ellis LLP	1997	1997	CA	\$1,025	198.5	\$203,462.50
Partner	Nancy L. Abell	Paul Hastings LLP	1979	1979	CA	\$995	0.9	\$895.50
Partner	Peter Burke	Paul Hastings LLP	1996	1996	CA	\$975	3.9	\$3,802.50
Partner	Stephen D. Cooke	Paul Hastings LLP	1985	1985	CA	\$973	0.3	\$292.13
Partner	Stephen D. Rose	Munger Tolles & Olson LLC	1991	1991	CA	\$960	29.2	\$28,032.00
Partner	John-Paul Motley	O'Melveny & Myers LLP	1999	1999	CA	\$930	6.7	\$6,231.00
Partner	Alan J. Kornfeld	Pachulski Stang Ziehl Young Jones & Weintraub	1987	1987	CA	\$925	8.9	\$8,232.50
Of Counsel	Andrew W. Caine	Pachulski Stang Ziehl Young Jones & Weintraub	1983	1983	CA	\$925	0.6	\$555.00
Partner	Debra I. Grassgreen	Pachulski Stang Ziehl Young Jones & Weintraub	1994	1991	CA	\$925	1.3	\$1,202.50
Of Counsel	Andrew Caine	Pachulski Stang Ziehl Young Jones & Weintraub	1983	1983	CA	\$895	0.2	\$179.00
Partner	Jeffrey Pomerantz	Pachulski Stang Ziehl Young Jones & Weintraub	1989	1989	CA	\$895	0.9	\$805.50
Partner	Ronald Rus	Brown Rudnick LLP	1975	1975	CA	\$880	1.5	\$1,320.00
Partner	Todd J. Rosen	Munger Tolles & Olson LLC	1999	1999	CA	\$875	53.2	\$46,550.00
Partner	Christopher Keegan	Kirkland & Ellis LLP	2002	2002	CA	\$855	75.5	\$64,552.50
Partner	David Fidler	Klee, Tuchin, Bogdanoff & Stern, LLP	1998	1997	CA	\$850	12.7	\$10,795.00
Partner	David J. Barton	Pachulski Stang Ziehl Young Jones & Weintraub	1981	1981	CA	\$850	0.3	\$255.00
Partner	David M. Bertenthal	Pachulski Stang Ziehl Young Jones & Weintraub	1993	1989	CA	\$850	10	\$8,500.00
Partner	Benjamin Finestone	Quinn Emanuel Urquhart & Sullivan, LLP	2005	2004	CA	\$840	11.2	\$9,408.00
Partner	Jay M. Fujitani	Munger Tolles & Olson LLC	1984	1984	CA	\$830	92.5	\$76,775.00
Partner	Kevin S. Allred	Munger Tolles & Olson LLC	1986	1986	CA	\$830	94.5	\$78,435.00
Associate	Michael Esser	Kirkland & Ellis LLP	2009	2009	CA	\$825	213.4	\$176,055.00
Partner	Roman M. Silberfeld	Robins Kaplan LLP	1995	1995	CA	\$810	5.7	\$4,617.00
Partner	Seth A. Raffin	Cooley LLP	1998	1998	CA	\$810	0.5	\$405.00
Partner	Howard Weg	Robins Kaplan LLP	2014	2014	CA	\$795	60.3	\$47,938.50
Partner	Robert J. Pfister	Klee, Tuchin, Bogdanoff & Stern, LLP	2001	2001	CA	\$795	0.2	\$159.00
Partner	Joe R. Hull	Bracewell & Giuliani LLP	1969	1969	CA	\$790	0.6	\$474.00
Associate	Adam Slavens	Torys LLP	2007	2007	CA	\$775	163	\$126,325.00
Partner	Maxim B. Litvak	Pachulski Stang Ziehl Young Jones & Weintraub	2001	2001	CA	\$775	1.7	\$1,317.50
Associate	Janet D. Gertz	Cooley LLP	2004	2004	CA	\$755	14.6	\$11,023.00
Counsel	Sarah Hoffner	O'Melveny & Myers LLP	2004	2004	CA	\$755	11.2	\$8,456.00
Partner	Seth Goldman	Munger Tolles & Olson LLC	2002	2002	CA	\$750	154.7	\$116,025.00
Of Counsel	Shirley S. Cho	Pachulski Stang Ziehl Young Jones & Weintraub	1997	1997	CA	\$750	13.1	\$9,825.00

California Region

Title	Professional	Firm	Graduated	Admitted	State	Rate	Hours	Total
Associate	Joannah Caneda	O'Melveny & Myers LLP	2015	2015	CA	\$460	4.9	\$2,254.00
Associate	Lorie A. Ball	Robins Kaplan LLP	2014	2014	CA	\$450	568.1	\$255,645.00
Associate	Kathryn T. Zwicker	Klee, Tuchin, Bogdanoff & Stern, LLP	1986	1986	CA	\$440	21.9	\$9,636.00
Partner	Amy Churan	Robins Kaplan LLP	2001	2001	CA	\$420	18.1	\$7,602.00
Associate	Christopher Martin	O'Melveny & Myers LLP	2014	2014	CA	\$415	1.2	\$498.00
Associate	Peter E. Boos	Munger Tolles & Olson LLC	2014	2014	CA	\$395	11.4	\$4,503.00
Associate	Sasha M. Gurvitz	Klee, Tuchin, Bogdanoff & Stern, LLP	2014	2014	CA	\$395	40.8	\$16,116.00
Counsel	Joseph Zujkowski	O'Melveny & Myers LLP	2008	2008	CA	\$390	183.6	\$71,604.00