

James R. Hawkins (SBN 192925)
Christina M. Lucio (SBN 253677)
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, California 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676
James@Jameshawkinsaplc.com
Christina@Jameshawkinsaplc.com

Attorneys for Plaintiff Olga Lydia L. Rodriguez,
on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

OLGA LYDIA L. RODRIGUEZ,
individually and on behalf of herself and
all others similarly situated,

Plaintiff,

v.

C FOOD CONCEPTS, INC., a California
Corporation, doing business as SIZZLER,
and DOES 1-50, inclusive,

Defendants.

Case No. 23STCV01589

Assigned for All Purposes to:
Hon. Elihu M. Berle
Dept. 6

**DECLARATION OF JAMES R. HAWKINS
IN SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT
AGREEMENT AND AWARD OF
ATTORNEYS' FEES, COSTS, AND CLASS
REPRESENTATIVE SERVICE PAYMENT**

Date: May 8, 2025
Time: 9:00 a.m.
Dept.: 6

Complaint Filed: January 25, 2023
FAC Filed: March 31, 2023
Trial Date: None Set

1 I, James Hawkins, declare as follows:

2 1. I am an attorney at law licensed to practice before the courts of the State of
3 California. I am an attorney with the law firm of James Hawkins, APLC, counsel of record for
4 Plaintiff Olga Lydia L. Rodriguez (“Plaintiff”). I am thoroughly familiar with and have personal
5 knowledge of all of the facts set forth herein. If called as a witness, I could and would
6 competently testify thereto.

7 2. I submit this declaration in support of Plaintiff’s Motion for Final Approval of
8 Class Action and PAGA Settlement Agreement and Award of Attorneys’ Fees, Costs, and Class
9 Representative Service Payment.

10 **THE COURT GRANTED PRELIMINARY APPROVAL OF**
11 **THE CLASS ACTION SETTLEMENT**

12 3. On January 6, 2025, the Court granted preliminary approval of the Class Action
13 and PAGA Settlement Agreement (“Settlement”) between Plaintiff and Defendant C Food
14 Concepts, Inc. (“Defendant”)(together with Plaintiff, “the Parties”).

15 4. In connection with the Preliminary Approval Order, the Court determined that the
16 following persons are “Class Members” for settlement purposes only: all persons employed by
17 Defendant in California and classified as non-exempt employees who worked for Defendant
18 during the Class Period. The Class Period is the period from January 25, 2019 through March 6,
19 2024.

20 5. The Court appointed Plaintiff Olga Lydia L. Rodriguez as the Class
21 Representative, and James Hawkins APLC as Class Counsel.

22 6. The Court found on a preliminary basis that the Settlement appeared to be fair,
23 adequate, and reasonable. The Court approved the Notice of Proposed Class Action Settlement
24 and Hearing Date for Final Court Approval (“Class Notice”) and distribution of the Class Notice
25 to the Class. Additionally, the Court further preliminarily approved the formulas provided in the
26 Settlement for calculating Individual Class Payments to the Class Members.

27 7. The Court also appointed CPT Group, Inc. (“CPT” or “Settlement Administrator”),
28 as the settlement administrator. Since then, CPT has worked diligently with Class Counsel and

counsel for Defendant to efficiently administer the Settlement.

SUMMARY OF SETTLEMENT TERMS PRELIMINARILY APPROVED

8. Gross Settlement Amount: Defendants will pay the maximum amount of \$600,000 in settlement of the entire case, plus Defendant's share of payroll taxes. The entire Gross Settlement Amount will be paid out with no residuals kept or reversion to Defendants.

9. Net Settlement Amount: The Net Settlement Amount is estimated to be \$305,273.90, which is the amount available for distribution to Participating Class Members after deducting (1) Class Counsel's attorneys' fees of \$210,000 and costs of \$13,226.90, (2) the Service Payment to the Class Representative of \$10,000, (3) the Settlement Administrator's costs of \$11,500.00, and (4) PAGA Penalties of \$50,000 (allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees). If the Court approves a lesser amount of any of the above-mentioned costs, the Net Settlement Amount will increase proportionately.

10. Settlement Administration Fees: The Settlement Administrator will receive \$11,500.00 for serving as the Settlement Administrator and to cover the costs of the settlement administration.

11. Calculations of Individual Settlement Payments: The Settlement Administrator will calculate Individual Class Payments dividing the Net Settlement Amount by the total number of workweeks worked during the Class Period by all Participating Class Members, and multiplying that amount by the number of workweeks worked by that Participating Class Member, such that each Participating Class Member receives a pro-rata share of the Net Settlement Amount according to the amount of workweeks worked. The parties have agreed that based on the nature of the class claims, 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims and subject to tax withholding. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties.

12. Release by Participating Class Members: As of the Effective Final Settlement Date and Defendants' funding of the Gross Settlement Amount, Participating Class Members will

1 release the Released Parties from the Released Class Claims as defined in §6.2 of the Settlement.
2 Plaintiff will also generally release Defendant and Released Parties of all claims and a waiver of
3 Section 1542 of the California Civil Code.

4 **THE SETTLEMENT ADMINISTRATOR HAS CARRIED OUT**
5 **THE NOTICE PROCEDURES**

6 13. The Parties and the Settlement Administrator successfully mailed notice of the
7 Court's Preliminary Approval Order to the Settlement Class on February 5, 2025. As detailed in
8 the Declaration of Emilio Cofinco Regarding Class Notification and Claims Administration
9 ("Cofinco Decl."), Class Notice was mailed to 551 Class Members on the Class List provided by
10 Defendants (Cofinco Decl. ¶ 7).

11 14. As of the date of this declaration 35 notices have been returned to CPT, of which
12 28 were successfully remailed once an updated address was obtained, either through a skip trace
13 or a provided forwarding address. Only seven (7) notices remain undeliverable at this time (Id. ¶
14 10).

15 15. As of the date of this declaration no Class Members have submitted an objection to
16 the Settlement which I believe reinforces that the Settlement is fair, adequate and reasonable (Id.
17 ¶ 11).

18 16. As of the date of this declaration no Class Members have requested exclusion from
19 the Settlement (Id. ¶ 12).

20 17. The Court preliminarily approved \$11,500 from the Settlement to cover the costs
21 associated with CPT's work in administering the Settlement. I respectfully submit that I believe
22 this sum is appropriate.

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

24 18. Plaintiff and Defendant entered into the proposed Settlement only after
25 conducting an extensive investigation, exchanging voluminous documents, and participating in a
26 full-day mediation session with mediator Jeff Fuchsman. Thus, the Settlement is the product of
27 an arms-length negotiations assisted by an experienced wage and hour mediator.

28 19. Based on my experience, I believe that the proposed Settlement is fair, reasonable

1 and adequate and represents a great result for the Class Members. As detailed in my Declaration
2 in Support of Preliminary Approval, although Plaintiff and Class Counsel compromised to achieve
3 the Settlement, the compromise is extremely fair, reasonable and adequate when compared to the
4 realistic value of the class claims and considering the substantial risks involved in pursuing further
5 litigation including the possibility of appeals by either party that would serve to increase the
6 amount of time in which Class Members could possibly see some benefits.

7 20. When we considered the substantial risks involved in pursuing further litigation,
8 we considered the benefits of a class action settlement, and maximizing the amount of money paid
9 to Class Members. We also considered the likelihood of obtaining a similar or greater recovery in
10 the event Plaintiff obtained a judgment in her favor. Furthermore, we examined the likelihood of
11 managing a class action and obtaining class certification on behalf of a class of diverse employees
12 and maintaining class action status through trial. In addition, if this case were to continue as a
13 class action through trial, we considered that both Parties will necessarily incur substantial
14 litigation expenses, including the expense and time of analyzing voluminous document, and
15 finding and hiring statisticians and other expert witnesses to testify at trial.

16 21. In addition to the substantial risks and uncertainty inherent in continued litigation,
17 Plaintiff and Defendant face the *certainty* that further litigation—potentially through trial and
18 appeals—would be expensive and time consuming. Therefore, the proposed Settlement is both
19 fair and reasonable in light of Defendants asserted legal and factual grounds for defending against
20 the putative class claims and the risks of not obtaining and/or maintaining class certification
21 through the trial of the action and after any appeals.

22 **THE CLASS REPRESENTATIVE SERVICE PAYMENT IS JUSTIFIED**

23 22. Under the terms of the Settlement, Plaintiff seeks a Service Payment in the amount
24 of \$10,000, for her service in filing and prosecuting this class action on behalf of the Class
25 Members.

26 23. I strongly support the service payment to Plaintiff, and Defendant does not oppose
27 the amount requested. Such amount was reached as the product of arm's length negotiations.
28 Plaintiff's assistance to Class Counsel and services to the Class has been invaluable. (See

generally, Declaration of Olga Lydia L. Rodriguez in Support of Final Approval). Thus, I believe that the requested payment to Plaintiff as the Class Representative is justified, fair and warranted.

24. By pursuing this representative action lawsuit that, in this information age, can easily be discovered by prospective employers demonstrates that Plaintiff has placed the interest of the Class above her own. Additionally, Plaintiff made the decision from the very beginning of the litigation to protect the interest of the other employees by not wavering from her decision to prosecute and settle the claims on behalf of other employees and the State of California for a settlement that was in the best interests of the Class Members. I do not believe that Plaintiff has any interests that are adverse or antagonistic to the Class Members' interests.

25. Plaintiff was a crucial participant in the prosecution of this litigation. Plaintiff worked closely with Class Counsel in all aspects of the litigation in this case. They provided an extraordinary amount of factual information necessary for the prosecution and settlement of the claims. This information proved invaluable in our settlement discussions. Plaintiff also spent a significant amount of time searching for and producing documents in the case and assisting in the review and interpreting the voluminous documents produced by Defendant. Plaintiff actively participated in this litigation during all stages.

26. As part of the consideration for the service payment, Plaintiff also agreed to enter into a broader release of claims against Defendants as opposed to the narrowly drafted release for the other Class Members.

27. Plaintiff took on significant risks, including the potential that the lawsuit may affect her ability to obtain future employment as well as the risk of paying an award of costs to Defendant if she were not successful in litigating her claims. There was also a significant risk that, if the litigation was not settled, Plaintiff would be unable to pursue the action on a class or representative basis through trial and thereby not recover on behalf of any other employees.

28. Plaintiff has been an exceptional Class Representative and the Class has benefited immensely from her services. The service payment is reasonable in light of the time and effort Plaintiff has spent on this litigation since the inception of each of the lawsuits that resulted in this settlement, and the excellent result she obtained on behalf of the Class. Thus, I submit the service

1 payment to Plaintiff is appropriate and justified as part of the overall Settlement and warrant final
2 approval.

3 **CLASS COUNSEL'S EXPERIENCE**

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

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

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

23 32. James Hawkins APLC has a great deal of experience in wage and hour class action
24 litigation. I have been certified and approved as class counsel in many other wage/hour class
25 actions, and I am currently litigating numerous others before this Court and others. Although not
26 an all-inclusive list, over the years I have prosecuted the following class action matters as lead
27 and/or co-lead counsel, all of which implicated similar law and facts to those associated with this
28 Action:

- 1 a. ***Mojica v. Compass Group, Inc., et. al.*** USDC Central District, Case No. 8:13-
2 cv-01754.
- 3 b. ***Dao v. 3M Company, et al.*** USDC, CENTRAL DISTRICT, Case No. CV-08-
4 04554.
- 5 c. ***Ortiz v. Kmart***, USDC, CENTRAL DISTRICT, Case No. SACV 06-638
6 ODW.
- 7 d. ***Morgan v. Aramark Campus, LLC***, USDC, CENTRAL DISTRICT, Case No.
8 SACV08-00412.
- 9 e. ***West v Iron Mountain Information Management, Inc, et. al.***; Los Angeles
10 County Superior Court, Case No. BC393709.
- 11 f. ***Gonzalez v. Superior Industries International, Inc., et al.***, Los Angeles
12 County Superior Court, Case No. BC 357912.
- 13 g. ***Acosta v. Fleetwood Travel Trailers of California, Inc., et al.***, Riverside
14 County Superior Court, Case No. RIC 440630.
- 15 h. ***Walker v. Sharkeez, et al.***, Orange County Superior Court, Case No.
16 05CC00293.
- 17 i. ***Padron v. Universal Protection Service, et al***, Orange County Superior Court,
18 Case No. 05CC00013.
- 19 j. ***Martinez v. Securitas Security Services USA, et al.***, Santa Clara Superior
20 Court, Case No. 105-CV047499, et al. J.C.C.P. No. 4460.
- 21 k. ***Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.***, Riverside Superior
22 Court, Case No. RIC 420909.
- 23 l. ***Ruiz, et al. v. Unisourse Worldwide, Inc., et al.***, USDC, CENTRAL
24 DISTRICT, Case No. CV09-05848.
- 25 m. ***Herrador v. Culligan International Company, et al.***, USDC, CENTRAL
26 DISTRICT, Case No. SACV 08-680.
- 27 n. ***Defries v. Domain Restaurants, et al.***, Orange County Superior Court, Case
28 No. 05CC00128.

- 1 o. ***Denton v. BLB Enterprises, Inc., et al.***, Orange County Superior Court, Case
2 No. 07CC01292.
- 3 p. ***Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.***, Los Angeles
4 Superior Court, Case No. BC411477.
- 5 q. ***McMurray v. Dave and Busters, Inc., et al.***, Orange County Superior Court,
6 Case No. 06CC00099.
- 7 r. ***Osuna v. DFG Restaurants, Inc., et al.***, Los Angeles Superior Court, Case
8 No. BC 330145.
- 9 s. ***Burns v. Gymboree Operations, Inc., et al.***, San Francisco Superior Court,
10 Case No. CGC-07-461612.
- 11 t. ***Willems v. Diedrich Coffee, Inc., et al.***, Orange County Superior Court, Case
12 No. 07CC00015.
- 13 u. ***Davila, et al. v. Beckman Coulter, Inc., et al.***, Orange County Superior Court,
14 Case No. 07CC01347.
- 15 v. ***Perez v. Naked Juice Company of Glendora, Inc.***, Los Angeles Superior
16 Court, Case No. BC387088.
- 17 w. ***Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and***
18 ***Hour Cases***, Los Angeles Superior Court, Case No. JCCP 4545.
- 19 x. ***Placencia v. Amcor Packaging Distribution, Inc.***, Orange County Superior
20 Court, Case No. 30-2013-00694012-CU-OE-CXC.
- 21 y. ***Trani v. Lisi Aerospace, et al.***, Los Angeles Superior Court, Case No.
22 BC495527.
- 23 z. ***Galvan v. Goodwin Co.***, Orange County Superior Court, Case No. 30-2013-
24 00637062-CU-OE-CXC.
- 25 aa. ***Reyes v. Bristol Fiberlite***, Orange County Superior Court, Case No. 30-2013-
26 00653425-CU-OE-CXC.
- 27 bb. ***Gutierrez v. HMT Tank, USDC Central Dist.***, Case No. CV14-1967-
28 CAS(MAN)

1 *cc. Williams v. Il Fornaio America Corp.*, Sacramento County, Case No. 34-
2 2011-0009616.
3 *dd. Aguilar v. 7-Eleven, Inc.*, Orange County, Case No. 30-2009-002687141-
4 CU-OE-CXC.
5 *ee. Madrigal v. Huntington Beach Market Broiler, Inc.*, Orange County, Case
6 No. 30-2012-00611260.
7 *ff. Vang v. Jazz Semiconductor, Inc.*, Orange County, Case no. 30-2011-
8 00460278.
9 *gg. Vigueras v. Red Robin International, Inc.*, USDC Central Dist. Case No.
10 SACV 17-1422 JVS (DFMx);
11 *hh. Smith v. Space Exploration Technologies Corp.*, Los Angeles Superior
12 Court, Case No. BC55429;
13 *ii. Cano v. Financial Statement Services, Inc.*, Orange County Superior Court,
14 Case No. 30-2013-00653349-CU-OE-CXC;
15 *jj. Mendez v. Liberty Glass Fabricators, Inc.*, Riverside County Superior Court
16 Case No. RIC1800119;
17 *kk. Attia v. Neiman Marcus Group, Inc.*, United States District Court for the
18 Central District of California Case No. 8:16-cv-001504-DOC-FFM;
19 *ll. O'Brien, et al. v. Cerida Investment Corp.*, Santa Clara Superior Court Case
20 No. 21CV384527;
21 *mm. Gonzalez v. Quality Aluminum Forge, LLC*, Orange County Superior
22 Court Case No. 30-2015-00817941;
23 *nn. Shay v. Apple, Inc.*, United States District Court for the Southern District of
24 California Case No. 3:20-cv-1629-JO-BLM;
25 *oo. Milligan v. CWI, Inc.*, San Bernardino Superior Court Case No. CIVDS
26 2013999;
27 *pp. Aguilar v. LDI Mechanical, Inc.*, Riverside County Case No. RIC1610019;
28

1 qq. *Abron v. University Healthcare Alliance*, Alameda County Superior Court
2 Case No. RG20066438;
3 rr. *Benson v. F21 Opco, LLC*, San Diego Superior Court Case No. 37-
4 2021,00024619-CU-OE-CTL;
5 ss. *Allen v. Creative Stone Mfg., Inc.*, San Bernardino County Superior Court Case
6 No. CIVSB2201498;
7 tt. *Santamaria v. Bright Horizons Children's Center*, San Bernardino County
8 Superior Court Case No. CIVSB2210140;
9 uu. *Yniguez v. Airgas USA, LLC*, Los Angeles County Superior Court Case No.
10 20STCV18190;
11 vv. *Cervantez v. Genuine Parts Company*, Los Angeles County Superior Court
12 Case No. 22STCV00981;
13 ww. *Robles v. Jetro Holdings, LLC*, San Diego Superior Court Case No. 37-
14 2021-00015414-CU-OE-CTL;
15 xx. *Hernandez v. Euromarket Designs, Inc.*, Santa Clara County Superior Court
16 Case No. 20CV3770922;
17 yy. *Ayala v. Veg-Land, et al.*, Orange County Superior Court Case No. 30-2014-
18 00738775-CU-OE-CXC;
19 zz. *Puente v. Sully-Miller Contracting Co.*, Orange County Superior Court Case
20 No. 30-2015-00792088-CU-OE-CXC;
21 aaa. *Garcia v. Revolution Foods, Inc.*, Los Angeles Superior Court Case No.
22 BC579142;
23 bbb. *Attaway, et al. v. Alliance Residential, LLC*, Santa Clara County Superior
24 Court Case No. 20CV365134;
25 ccc. *Bowman v. Delta Dental of California*, Alameda County Superior Court
26 Case No. RG21108230;
27
28

1 ddd. **Hernandez v. Burrtec Waste & Recycling Services, LLC**, United States
2 District Court for the Central District of California Case No. 5:21-CV-001490-
3 JWH-SP;
4 eee. **Grant v. T-Mobile USA, Inc.**, United States District Court for the Central
5 District of California Case No. 2:21-CV-02268;
6 fff. **Dawson v. Wonderful Pistachios and Almonds, LLC**, Kern County Superior
7 Court Case No. BCV-17-100848;
8 ggg. **Hamilton, et al. v. Michael Kors Stores (California), Inc.**, Los Angeles
9 County Superior Court Case NO. 19STCV37061;
10 hhh. **Ross v. Stater Bros.**, San Bernardino Superior Court Case No.
11 CIVDS1902518;
12 iii. **Walker v. Barrett Business Services, Inc., et al.**, Los Angeles County Superior
13 Court Case No. 20STCV39172;
14 jjj. **Benitez, et al. v. Medtronic, Inc., et al.**, Orange County Superior Court Case
15 No. 30-2019-01069185-CU-OE-CXC;
16 kkk. **Montgomery v. Copart, Inc.**, Sacramento County Superior Court Case No.
17 34-2020-00280733-CU-OE-GDS;
18 ll. **Vizcarra-McNamee v. Nordstrom, Inc.**, Orange County Superior Court Case
19 No. 30-2020-01141916-CU-OE-CXC;
20 mmm. **Ayers v. Cherry Hill Programs, Inc.**, Fresno County Superior Court Case
21 No. 20CECG00821;
22 nnn. **Sleeper v. Boot Barn, Inc.**, Sacramento County Superior Court Case No.
23 34-2019-00272000-CU-OE-GDS;
24 ooo. **Pulido-Dias v. Dirt Cheap, Inc.**, San Bernardino County Superior Court
25 Case No. CIVDS1719694;
26 ppp. **Villanueva v. Nordstrom, Inc.**, San Bernardino County Superior Court
27 Case No. CIVDS1918706;
28

1 qqq. *Bryson v. Madame Tussauds, et al.*, Los Angeles County Superior Court
2 Case No. 19STCV33514
3 rrr. *Hightower v. Levy Premium, et al.*, Santa Clara County Superior Court Case
4 No. 19CV359262;
5 sss. *Marquez v. Maxim Crane Works, L.P., et al*, Los Angeles County Superior
6 Court Case No. 19STCV39548;
7 ttt. *Rovira v. Silverado Senior Living Management, Inc.*, Orange County Superior
8 Court Case No. 30-2020-01136565-CU-OE-CXC;
9 uuu. *Hallum, et al. v. FCA US, LLC*, San Bernardino County Case No.
10 CIVDS1936782;
11 vvv. *Martinez v. Placer Title Co., et al.*, Kern County Case No. BCV-19-
12 103486;
13 www. *Torres v. Van Law Food Products, Inc.*, Orange County Case No. 37-2017-
14 00946312-CU-OE-CXC;
15 xxx. *Holmes v. Pet Food Express, LLC*, Alameda County Case No.
16 22CV014140;
17 yyy. *Ventura v. Conduent Commercial Solutions, LLC*, Kern County Case No.
18 BCV-22-102043;
19 zzz. *Ramirez v. CSI Electrical Contractors, Inc.*, Fresno County Superior Court
20 Case No. 18CECG04150;
21 aaaa. *Magana v. Eibach Springs, Inc.*, Riverside County Superior Court Case
22 No. RIC1708917;
23 bbbb. *Knox v. Express Messenger Systems, Inc.*, San Bernardino County
24 Superior Court Case No. CIVDS1932323;
25 cccc. *Corona, et al. v. G&M Oil Company, Inc.*, Los Angeles County Superior
26 Court Case No. BC640876
27 dddd. *Aguilar v. Peach Home Services, Inc., et al.*, Riverside County Superior
28 Court Case No. RIC1823057;

1 eeee. ***Wilson v. M.C. LLC***, Orange County Superior Court Case No. 30-2019-
2 01103382-CU-OE-CXC.

3 ffff. ***Nunez v. Nevell Group, Inc.***, Orange County Superior Court Case No. 30-
4 2015-00783269.

5 gggg. ***Bendorf, et al. v. Sea World LLC, et al.***, San Diego Superior Court Case
6 No. 37-2021-00034922-CU-OE-CTL;

7 hhhh. ***DeMartini, et al. v. Safelite Fulfillment, Inc.***, Marin County Case No.
8 CIV20002076;

9 iiiii. ***Ayala, et al., v. Macy's West Stores, Inc.***, Los Angeles County Case No.
10 20STCV34182;

11 jjjj. ***Wallen, et al. v. United Rentals (North America), Inc., et al.***, Stanislaus
12 County Case No. CV-22-000399;

13 kkkk. ***Granados v. Hyatt Corporation***, United States District Court for the
14 Southern District of California Case No. 3:23-cv-01001-H-VET;

15 llll. ***Vigil v. Hyatt Corporation***, United States District Court for the Northern
16 District of California Case No. 4:22-cv-00693;

17 mmmm. ***Garcia v. U.S. Best Ingredients, Inc.***, Los Angeles Superior Court
18 Case No. 21TRCV00813.

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

22 34. Our firm has served as class counsel in a number of significant wage and hour
23 settlements. Of particular note, in 2019, our firm was co-lead counsel in securing the largest wage
24 and hour class action settlement in California history at \$130,000,000. During this case, plaintiffs
25 appealed a decertification order. This case involved several appeals. The appellate record amassed
26 an extensive appellate record comprising a 23-volume joint appendix, a three-volume reporters'
27 transcript, five briefs, four letter briefs, two motions for judicial notice, a motion to augment the
28 record, and several additional letters informing the appellate court of new legal authority issued

1 after Dukes. The matter was argued to and submitted by the Court of Appeal on September 15,
2 2016, and on November 21, 2016, the decertification order was reversed, and the case was
3 remanded for further proceedings. (Lubin v. The Wackenhut Corporation (“Lubin”), 5 Cal. App.
4 5th 960 (2016)). Wackenhut filed a petition for review of the Court of Appeal decision to the
5 California Supreme Court. The Supreme Court denied Wackenhut’s petition for review of Lubin.
6 The Court of Appeal issued remittitur on April 10, 2017. Eventually through more litigation, the
7 parties were able to secure the \$130 million settlement that was approved on October 21, 2019, by
8 Judge Highberger in the Los Angeles Superior Court.

9 35. Additionally, in early 2020, our firm served as lead counsel in a class action jury
10 trial in the Central District of California involving the class and PAGA representative claims of
11 over 23,000 employees which successfully resolved in the midst of trial for \$8,500,000.

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

19 37. Based on our experience, demonstrated competence, resources to prosecute the
20 claims at issue and reputation among our colleagues in the both the defense and plaintiffs’ bar, I
21 respectfully submit our firm’s experience in the field of wage and hour cases provides us the ability
22 to prosecute claims swiftly and often times without the need for protracted litigation as here.
23 Although, as demonstrated in the Wackenhut cases, we do not give up fighting for class members
24 when challenged and necessary. As such, we respectfully subject that we are adequate Class
25 Counsel.

26 **THE ATTORNEYS’ FEES AND LITIGATION COSTS CLASS COUNSEL SEEK ARE**
27 **REASONABLE, FAIR AND ADEQUATE**

28 38. Class Counsel seeks an award of attorneys’ fees of \$210,000 (35% of the Gross

Settlement Amount) and costs of \$13,226.10. The fee is warranted and reasonable because of the substantial work and effort incurred to achieve the Settlement on behalf of the Class, the litigation risks and complexities of prosecuting these types of cases, the contingency nature of any fee, Class Counsel's skill and experience in handling cases of this type, and fees commonly awarded in analogous wage and hour lawsuits and settlements. Class Counsel's fees and costs request is further warranted by the significant benefits achieved on behalf of the Class Members. These expenses primarily involve the costs incurred for initial filing fees, mediation fees, and also include the amounts paid for court filing fees and service charges, all of which are costs normally billed to and paid by the client.

39. Although case law supports as high as a 50% fee award on common settlement funds of less than \$10 million, Class Counsel requests an attorneys' fees award of \$210,000 which is 35% of the common fund Settlement.

40. Class Counsel's fees request is reasonable considering: (a) the work involved in achieving an excellent result for the Class and bringing the action to an efficient resolution, (b) the associated risks to my firm in taking a matter on a contingency basis, (c) the substantial benefits conferred on the Settlement Class, and (d) the overwhelmingly positive response by Settlement Class Members to the Settlement.

41. In my opinion, the requested fee award takes into account the excellent result and the risks undertaken in bringing this case on a contingency basis, advancing all costs and deferring payment for the time that Class Counsel has worked on this case, with no guarantee that any of the fees and costs incurred would ever be recovered.

42. Plaintiff signed a retainer agreement providing for an attorneys' fee request up to 40% of any recovery achieved in this case. Plaintiff was not able and is not responsible for paying our fees, and Class Counsel would only collect attorneys' fees if we were successful in prosecuting her claims. In addition, taking on this case meant that my firm had to turn away other fee-generating work because the case required Class Counsel to dedicate sufficient resources to the prosecution of this case.

43. James Hawkins APLC has spent in excess of 268.6 hours prosecuting this case

1 resulting in a lodestar of \$182,462.50. This does not include anticipated attorney time to take
2 the case through the final approval process, attend any supplemental hearings, and manage
3 post settlement matters.

4 44. James Hawkins APLC's skill and experience support their hourly rates ranging
5 from \$450 to \$1,050, which are in line with the rates typically approved in wage and hour
6 class action litigation in California.

7 45. I am the Founding Partner at James Hawkins, APLC. I graduated from the
8 University of California, Los Angeles in 1993 and received my law degree from Whittier Law
9 School in 1997. I was also a full-time Judicial Extern for United States District Judge Consuelo
10 B. Marshall and the United States Attorney's Office. I have been a member of the State Bar of
11 California since 1997. From 1997 to 2007, I was a named partner at Hawkins & Sofonio, a law
12 firm based out of Irvine, California. At Hawkins & Sofonio, I pioneered the employment
13 department litigating plaintiff related employment issues such as wrongful termination, age
14 discrimination, disability, wage and hour, and sexual harassment claims. Through the success and
15 experience I obtained litigating employment related matters, I commenced litigating wage and
16 hour class actions in 2002. Since then, I have spent the vast majority of my practice litigating
17 Wage and Hour Class Actions. In 2007, I incorporated my wage and hour class action practice as
18 James Hawkins, APLC. Since its inception, this law firm has been exclusively involved in class
19 action and complex litigation. In 2009, I opened an additional office in Miami, Florida,
20 prosecuting wage and hour class actions. Since 2002, I have been lead or co-lead counsel in
21 hundreds of wage and hour class actions.

22 46. I have devoted 92.4 hours in prosecuting this case on behalf of Plaintiff, Class
23 Members, and the State of California. The following is a summary of my activities in litigating
24 this matter: correspondence to evaluate potential new case, conduct new client meetings and
25 intake, review client documentation and prepare retainer agreements, research violations and
26 corporate structure, draft and review initial complaint, conduct strategy discussions, prepare
27 redline revisions of complaint, correspondence regarding LWDA notice requirements, revise
28 amended complaint, review court orders and evaluate potential witnesses, communications with

1 potential witnesses, mediation preparation, conduct due diligence review, perform data review
2 and damage analysis, develop damage models, prepare mediation materials, participate in full-
3 day mediation session, engage in post-mediation activities including expert analysis discussions
4 and settlement documentation review, process supplemental filings, oversee case documentation.
5 My hourly rate is \$1050 per hour. The number of hours I have expended for work performed and
6 the corresponding attorney's fees of \$97,020.00 are reasonable and necessary.

7 47. Christina Lucio is Of Counsel to James Hawkins APLC, APC and has devoted
8 51.1 hours in prosecuting this case on behalf of Plaintiff and the Settlement Class. Ms. Lucio
9 graduated from the University of California, Riverside in 2003 and received her law degree from
10 the University of Southern California, Gould School of Law (USC Law School) in 2007. She has
11 been a member of the State Bar of California since 2007 and am a member of the Labor and
12 Employment Law section of the California Bar Association and American Bar Association. She
13 was selected as a "Rising Star" for 2015 by Super Lawyers Magazine. Ms. Lucio's practice is
14 focused primarily on employment law including wrongful termination, discrimination, retaliation,
15 wage and hour violations (individual and class action), and sexual harassment claims. In recent
16 years, a substantial part of my practice has been focused on class actions, including wage and
17 hour litigation. The following is a summary of Ms. Lucio's activities in litigating this matter: The
18 following is a summary of Ms. Lucio's activities in litigating this matter: review and revise
19 complaint and LWDA letter, correspond regarding LWDA notice, correspondence and telephone
20 calls with defense counsel, review notice of appearance, review and revise CMC statements,
21 conduct client conferences, correspondence regarding amended complaint, review court orders,
22 review and revise discovery requests and joint statements, correspondence and telephone calls
23 regarding mediation, prepare for and attend case management conferences, correspondence with
24 mediator and expert, review and revise mediation brief, prepare for and attend mediation with
25 Jeff Fuchsman, review and revise settlement agreement and notice documents, correspondence
26 with prospective administrators, review and revise preliminary approval motion, review and
27 revise notice of errata, correspondence with administrator regarding class list, participate in
28 conferences regarding fees and approval motion. Ms. Lucio's hourly rate is \$775 per hour. The

1 number of hours she has expended for work performed and the corresponding attorney's fees of
2 \$39,602.50 are reasonable and necessary.

3 48. Mitchell Murray is Of Counsel to James Hawkins APLC and has dedicated 12.4
4 hours in prosecuting this action. Mr. Murray is a 2007 graduate of the University of California,
5 San Diego and 2012 graduate of California Western School of Law. He was admitted to the
6 State Bar of California in 2012. He is a member of the Consumers Attorneys of San Diego.
7 He was selected as a "Rising Star" in 2019 by Super Lawyers Magazine. Since 2016, Mr. Murray's
8 practice has focused primarily employment law, particularly in the area of wage and hour
9 class and representative actions. by doing the following tasks: The following is a summary of
10 Mr. Murray's activities in litigating this matter: prepare for mediation including review of
11 mediation brief and damages analysis, participate in strategy conference, attend mediation with
12 Jeff Fuchsman, review mediator proposal, correspond regarding acceptance of mediator proposal,
13 participate in conferences regarding preliminary approval hearing and settlement agreement
14 revisions. Mr. Murray's hourly rate is \$725 per hour. The number of hours expended by Mr.
15 Murray for work performed and the corresponding attorney's fees of \$9,300 are reasonable and
16 necessary.

17 49. Our associates have invested approximately 56 hours in the litigation of this
18 action. Their hourly rate is \$450.00 per hour. The following is a summary of their tasks and
19 activities in prosecuting this matter: prepare for and attend initial status conference, review
20 complaints and summary of issues, draft settlement agreement and class notice, review
21 administrator fee estimates, draft and revise preliminary approval documents and supporting
22 declarations, prepare for and attend preliminary approval hearings, participate in case status
23 conferences, draft supplemental preliminary declarations and redlined documents, conduct client
24 update calls, draft supplemental filings, review and revise proposed order and class notice,
25 correspond with administrator regarding class notice and settlement, prepare opt out, dispute, and
26 objection forms, communicate with opposing counsel and client regarding class list, draft and
27 revise final approval documents and motion. The number of hours expended by our associates
28

for work performed and the corresponding attorney's fees of \$25,200.00 are reasonable and necessary.

50. The amount of hours Class Counsel has spent working on this litigation was necessary and reasonable in pursuit of the Settlement. We keep contemporaneous time records and will produce such records to the Court for *in camera* inspection if the Court requests.

51. Based on those hours, my firm has incurred the following attorney lodestar hours of approximately \$182,462.50 in attorneys' fees. The following table summarizes the hours and fees now documented for the Court's review:

Attorney Name	Total Hours	Hourly Rate	Lodestar
James R. Hawkins	92.4	\$1,050	\$97,020.00
Christina M. Lucio	51.1	\$775	\$39,602.50
Mitchell J. Murray	12.4	\$750	\$9,300.00
Associates	56	\$450	\$25,200.00
Paralegals	56.7	\$200	\$11,340.00
Total	268.6		\$182,462.50

52. In addition to the requested attorneys' fees, James Hawkins APLC has expended \$13,226.10 in costs in prosecuting this action, including fees associated with mediation, filing fees, and service charges, which are normally billed to and paid by the client. This figure includes \$230.00 in anticipated costs associated with filing the Final Approval Motion. A summary of the costs incurred by our firm to date and anticipated costs in this action is attached herewith as **Exhibit 1**. These costs have been necessary costs associated with the prosecution of this important matter. I respectfully request that the Court grant the request for reimbursement of these costs in accordance with the Settlement Agreement.

53. Plaintiff's Counsel has been approved as Class Counsel by other Courts including *McGrath, et al. v. Wyndham Resort Development Corporation, et al.*, United States District Court, Southern District of California Case No. 15-cv-1631-JM-KSC; *Keody v. Davis Trucking, LLC*, San Diego Superior Court Case No. 37-2014-00029149-CU-OE-CTL; *Mata, et al. v. Living Ecology Manufacturing, Inc., et al.* Riverside Superior Court Case No. RIC1610281; *Johnson, et al. v. U.S. Bank National Association*, United States District Court, Southern District of California Case No. 19-cv-286-JSL-LL; and *Payne v. Marriott Ownership Resorts, Inc.*,

1 Orange County Superior Court Case No. 37-2018-00015175-CU-OE-CTL, and numerous other
2 Courts.

3 54. We respectfully submit that our hourly rates are reasonable in light of the hourly
4 rates charged in the marketplace for comparable skill, years of experience, and services, as
5 evidenced by the 2024 Laffey Matrix, attached as **Exhibit 2** (supporting rates ranging from
6 \$473/hour to \$1141/hour), and excerpts of the 2024 Wolters Kluwer Real Rate Report regarding
7 methodology for the report (**Exhibit 3**) and hourly rates (**Exhibit 4**).

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

16 56. My firm has been the only counsel to represent Plaintiff and the Class in this
17 matter, and we have borne the entire risk and cost of this litigation on a pure contingency basis.
18 The issues and arguments Class Counsel has encountered and overcome in arriving at the parties'
19 negotiated settlement terms were also many and complex and required skillful advocacy that can
20 arise only out of experience, professional perspective, and success. Such claims are complex,
21 evidence intensive, and nuanced, and can be very challenging to certify.

22 57. To date, Class Counsel has not received any compensation and expended
23 litigation costs on behalf of the Class. Class action contingency cases are inherently risky. Upon
24 retention, counsel makes a commitment to litigate the case through trial. These types of cases can
25 take years, hundreds of hours of work and enormous amount of money. The risks involved
26 coupled with the contingency basis of the case further support Class Counsel's request for
27 attorneys' fees and costs.

28 58. In sum, despite the complexity of the case, Class Counsel has, through the

1 investment of substantial effort and the resources of my law firm, been able to secure an
2 outstanding settlement on behalf of the Class. Plaintiff would have faced substantial legal and
3 factual obstacles in demonstrating that class treatment or representative treatment was
4 appropriate. Plaintiff would also have been required to establish a significant amount of witness
5 testimony, pattern and practice evidence, statistical evidence, sampling evidence, expert
6 testimony, and other evidence in order to present their case both at the class certification stage
7 and trial. Defendants have vigorously contested liability, the amount of claimed damages, and
8 the propriety of class certification or representative treatment, and would have continued to do so
9 through trial. Class Counsel's prior experiences allowed us to competently evaluate the claims,
10 settlement versus trial on a fully informed basis, and the viability of Defendants' defenses. As
11 such, we respectfully submit the Court should grant the motion for Attorneys' Fees, Costs and
12 Service Payments as requested.

13
14 I declare under penalty of perjury that the foregoing is true and correct. Executed on March
15 4, 2025 at Irvine, California.

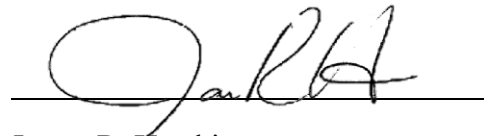
16
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18 James R. Hawkins
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EXHIBIT 1

Matter Billing Detail

Report Date: 2/28/2025
Report Time: 10:13AM
Page: 1 of 3
User ID: R. Hawkins

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 02/28/2025

Client: CFOODS - Olga Lydia L. Rodriguez

Matter: C FOOD CONCEPTS - C Food Concepts, Inc. dba Sizzler- Olga Lydia L. Rodriguez v. C Food

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
01/24/2023	FST	First Legal Network - E-Filing - Complaint, Civil Case Cover Sheet IN# 30224217	\$1,618.45		Unbilled				
01/24/2023	POS	Postage 01.24.23 LWDA Ntc	\$20.88		Unbilled				
01/24/2023	FIL	Filing Fee 01.24.23 LWDA Filing Fee	\$75.00		Unbilled				
02/07/2023	FST	First Legal Network - Process Serve - Complaint and Initial Docs, E-Filing - Proof of Personal Service IN# 30227367	\$308.57		Unbilled				
03/21/2023	FST	First Legal Network - E-Filing - Status Conference Statement IN# 30230586	\$39.95		Unbilled				
03/27/2023	FST	First Legal Network - E-Filing - Proposed order Authorizing Electro IN# 30230586	\$39.95		Unbilled				
03/31/2023	FST	First Legal Network - E-Filing - Amended Complaint, Plaintiffs Notice of March 27 2023 IN# 30233810	\$79.90		Unbilled				
04/05/2023	CRT	Court Documents - 04.05.23 pulling min order off docket	\$2.00		Unbilled				
06/02/2023	CAS	Case Anywhere E-Service IN# 291111 CK# 10995	\$129.45		Unbilled				
06/22/2023	FST	First Legal Network - E-Filing - Status Conference Statement IN# 30240914	\$39.95		Unbilled				
07/07/2023	FST	First Legal Network - E-Filing - Plaintiffs Notice of June 29th 2023 IN# 30244254	\$39.95		Unbilled				
09/04/2023	CAS	Case Anywhere E-Service - IN# 300477 CK# 11118	\$177.00		Unbilled				
11/21/2023	MED	Mediation Services IN#116 CK#11280	\$5,000.00		Unbilled				
12/13/2023	FST	First Legal Network - Filing - Status report In# 30263586	\$83.70		Unbilled				
12/29/2023	CAS	Case Anywhere E-Service 310369	\$135.00		Unbilled				
01/11/2024	EXA	Expert Analysis IN#10218 ck#11434	\$4,230.00		Unbilled				
02/20/2024	FST	First Legal Network - Filing - Status Report, Plaintiffs Notice of: 1. Minute Order IN# 30271388	\$84.30		Unbilled				
03/05/2024	CAS	Case Anywhere E-Service - IN# 320176 Ck# 11618	\$141.00		Unbilled				

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
04/29/2024	FST	First Legal Network - E-Filing - Of Olga Lydia Rodriguez in Supp IN# 30279435	\$108.15		Unbilled				
05/01/2024	FST	First Legal Network - Filing - Notice of Errata IN# 30283542	\$42.15		Unbilled				
06/05/2024	CAS	Case Anywhere E-Service - IN# 330821 CK# 11904	\$135.00		Unbilled				
09/05/2024	CAS	Case Anywhere E-Service - In# 342049 CK# 1181	\$135.00		Unbilled				
10/29/2024	LDS	Legal Document Server - E-Filing - Order IN# 10666301	\$30.75		Unbilled				
10/29/2024	LDS	Legal Document Server - E-Filing - Memo of Points authorities, Declaration, Order, proof of Service, Not summons and complaint IN# 10665050	\$30.75		Unbilled				
12/06/2024	CAS	Case Anywhere E-Service - IN# 353365 CK# 1422	\$177.00		Unbilled				
12/12/2024	LDS	Legal Document Server - E-Filing - Memo of Points Authorities, Supplemental Declaration, Order, Proof of Service Not Summons and Complaint IN# 10925634	\$30.75		Unbilled				
01/03/2025	LDS	Legal Document Server - Efiling - Order IN# 11048825	\$30.75		Unbilled				
01/15/2025	LDS	Legal Document Server - E-Filing - Notice IN# 11083167A	\$30.75		Unbilled				
02/13/2025	FIL	Filing Fee - Estimed Future Costs - Motion for Final Approval, Supplemental Docs, Ntc of Entry of Order & Judgment, and Declaration regarding disbursement.	\$230.00		Unbilled				
Total:			\$13,226.10	\$0.00					
Balance:			\$13,226.10						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed- - - - -			\$0.00						
Total Fees Unbilled : - - - - -			\$0.00						
Total Fees Received : - - - - -			\$0.00						
Total Soft Cost Billed : - - - - -			\$0.00						
Total Soft Cost Unbilled : - - - - -			\$0.00						
Total Soft Cost Received : - - - - -			\$0.00						
Total Hard Cost Billed : - - - - -			\$0.00						
Total Hard Cost Unbilled : - - - - -			\$13,226.10						
Total Hard Cost Received : - - - - -			\$0.00						
Total Taxes Billed : - - - - -			\$0.00						
Total Taxes Unbilled : - - - - -			\$0.00						
Total Taxes Received : - - - - -			\$0.00						
Total Late Charges Billed : - - - - -			\$0.00						
Total Late Charges Unbilled: - - - - -			\$0.00						
Total Late Charges Received : - - - - -			\$0.00						
Trust Balance: - - - - -			\$0.00						

EXHIBIT 2

LAFFEY MATRIX

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

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 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 3



ELM Solutions

2024 Real Rate Report[®]

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

Report Editor**Jennifer McIver**

Director, Legal Operations and Industry Insights
Wolters Kluwer ELM Solutions

Lead Data Analysts**Carol Au**

Business Systems Quantitative Analyst
Wolters Kluwer ELM Solutions

Aaryak Shandilya

Data Scientist
Wolters Kluwer ELM Solutions

ELM Solutions Creative**David Andrews**

Senior Graphic Designer
Wolters Kluwer ELM Solutions

Contributing Analysts and Authors**Jason Bender**

Legal Analytics Product Manager
Wolters Kluwer ELM Solutions

Haemi Jung

Strategic Business Intelligence Manager
Wolters Kluwer ELM Solutions

Margie Sleboda

Lead Technology Product Manager
Wolters Kluwer ELM Solutions

Executive Sponsor**Brian Jorgenson**

Vice President, Product Management
Wolters Kluwer ELM Solutions

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ELM Solutions, a Wolters Kluwer business
2929 Allen Pkwy Ste 3300
Houston, TX 77019 United States
ATTN: Marketing
ELMSolutionsSales@wolterskluwer.com

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A Letter to Our Readers

Welcome to the latest edition of Wolters Kluwer ELM Solutions Real Rate Report®, the industry's leading data-driven benchmark report for lawyer and paralegal rates.

Our Real Rate Report has been a relied upon data analytics resource to the legal industry since its inception in 2010 and continues to evolve, providing you with the most comprehensive rate benchmarking insights, trends, and practices. The Real Rate Report is powered by the Wolters Kluwer ELM Solutions LegalVIEW® data warehouse, which has grown to include \$180B+ in anonymized legal data.

The depth and granularity of the data within the Real Rate Report empowers users to benchmark and negotiate effectively and make well-informed investment and resourcing decisions for the organization.

As with previous Real Rate Reports, our data is sourced from corporations' and law firms' e-billing and time management solutions. We have included lawyer and paralegal rate data filtered by specific practice and sub-practice areas, metropolitan areas, and types of matters. This level of detail gives legal departments and law firms the precision they need to identify areas of opportunity. We strive to make the Real Rate Report a valuable and actionable reference tool for legal departments and law firms.

As always, we welcome your comments and suggestions on what information would make this publication more valuable to you. We thank our data contributors for participating in this program. And we thank you for making Wolters Kluwer ELM Solutions your trusted partner for legal industry domain expertise, data, and analytics and look forward to continuing to provide market-leading, expert solutions that deliver the best business outcomes for collaboration among legal departments and law firms.

Sincerely,



Brian Jorgenson

Vice President, Product Management
Wolters Kluwer ELM Solutions

Report Use Considerations

2024 Real Rate Report

- Examines law firm rates over time
- Identifies rates by location, experience, firm size, areas of expertise, industry, and timekeeper role (i.e., partner, associate, and paralegal)
- Itemizes variables that drive rates up or down

All the analyses included in the report derive from the actual rates charged by law firm professionals as recorded on invoices submitted and approved for payment.

Examining real, approved rate information, along with the ranges of those rates and their changes over time, highlights the role these variables play in driving aggregate legal cost and income. The analyses can energize questions for both corporate clients and law firm principals.

Legal departments might ask whether they are paying the right amount for different types of legal services, while law firm principals might ask whether they are charging the right amount for legal services and whether to modify their pricing approach.

Some key factors¹ that drive rates²:

Attorney location - Lawyers in urban and major metropolitan areas tend to charge more when compared with lawyers in rural areas or small towns.

Litigation complexity - The cost of representation will be higher if the case is particularly complex or time-consuming; for example, if there are a large number of documents to review, many witnesses to depose, and numerous procedural steps, the case is likely to cost more (regardless of other factors like the lawyer's level of experience).

Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural issues.

Overhead - The costs associated with the firm's support network (paralegals, clerks, and assistants), document preparation, consultants, research, and other expenses.

Firm size - The rates can increase if the firm is large and has various timekeeper roles at the firm. For example, the cost to work with an associate or partner at a larger firm will be higher compared to a firm that has one to two associates and a paralegal.

¹ David Goguen, J.D., University of San Francisco School of Law (2020) Guide to Legal Services Billing Retrieved from: <https://www.lawyers.com/legal-info/research/guide-to-legal-services-billing-rates.html>

² Source: 2018 RRR. Factor order validated in multiple analyses since 2010

Appendix: Data Methodology

Anonymization of the Dataset

Prior to inclusion in the ELM Solutions reference database, we systematically scrubbed the data of any information that would identify a particular matter, company, law firm, invoice, or timekeeper (individual). To ensure relationships necessary for analysis, those variables were assigned randomly generated numbers. To maintain data integrity and allow for proper analysis, these numbers are linked across data tables to enforce their associations.

To further ensure anonymity and confidentiality:

- The information is published in such a manner as to make it reasonably impervious to reverse analysis should some attempt be made to determine what data might pertain to any company, law firm, timekeeper, invoice, or matter.
- The 2024 Real Rate Report will not reveal which ELM Solutions client or clients are included or excluded in its analyses.
- Clients are not and will not be informed as to whether their data are included within a particular facet of analysis.
- No textual description of any legal work performed by any individual exists in the ELM Solutions reference database.

A Note on Insurance Litigation

Our aim is to provide a point of comparison for companies purchasing law firm services. To improve comparability, we removed data related to insurance company defense litigation for all analyses unless noted otherwise. Insurance litigation tends to be less expensive than other types of litigation, as it is typically more repetitive and less complex.

“Real Rate” Definition

The information in this report consists of data taken from client invoices submitted by law firms for work performed from 7/1/2020 through 6/30/2024. All Invoices were submitted through the ELM billing systems.

The analyses contained in this report are derived from aggregating hours, fees, and rates submitted as line items on those invoices. For a line item to qualify for inclusion in this report, it had to undergo multiple and rigorous testing processes to ensure its validity.

For example, for a rate to be loaded to the ELM Solutions reference database and used in this report, it must have been part of an invoice line entry in which all of the following items were included:

- Name of the biller
- Role of the biller
- Date of activity
- Hourly rate charged
- Time charged
- UTBMS code associated with the time charged
- Total amount charged for the activity

In addition, each line item’s hourly rate was validated against its “real rate” (calculated by dividing the total amount charged for the activity by the time charged). Any line items with an hourly rate that did not align closely with the real rate were not loaded to the reference database.

Real Rate = Line Item Total/Line Item Hours (Units)
Example: \$4,000/10 Hours = Real Rate of \$400

Adjustments the client made to line item amounts subsequent to submission are not factored into the dataset. These types of adjustments may impact the effective rate paid by the client to the law firm but do not reflect the real rate billed.

Appendix: Data Methodology

In short, the real rate is the rate appearing on an approved invoice at the invoice line item level.

Aggregations of data taken from millions of these line item–level invoice entries are the core of the information analyzed.

A Note on Negotiated Rates and Billing

Practices law firms can generally follow vary for submitting “negotiated” rates on invoices. Firms may submit the negotiated rate as the hourly rate identified on the invoice line item, insert a vendor line item adjustment to ensure compliance, or provide a vendor invoice level adjustment to bring the total amount of the fees into compliance with agreed-on discounts. Although the former two are considered part of the real rate calculation, the latter can be problematic. It is not directly linked to a line item, and therefore, for the purposes of determining the rate, it should not be assumed that the adjustment is related to a specific line item. Invoice-level adjustments may represent a credit or some other type of adjustment placed on the invoice. To ensure these types of adjustments would not adversely impact the analysis contained within the 2024 Real Rate Report, the team reviewed the population of invoices and line items to determine what the deviation of the real rate might be based on inclusion or exclusion. The analysis demonstrated that the variance was not significant (less than 1%).

As such, we decided not to include the vendor-level adjustments in the report.

Types of Matters Included in the Analysis

Matters within the ELM Solutions system are associated with areas of work described and defined by ELM Solutions clients. Those areas of work were analyzed and systematically categorized into legal practice areas. Normalization of practice areas was supported by mappings to system-level practice areas available in the ELM Solutions system and by naming convention.

All data included within this report have been mapped to a corresponding practice area. The majority of our analyses focus on the following 12 practice areas:

- Bankruptcy and Collections
- Commercial
- Corporate
- Employment and Labor
- Environmental
- Finance and Securities
- General Liability
- Government Relations
- Insurance Defense
- Intellectual Property
- Marketing and Advertising
- Real Estate

Within each client’s areas of work, sub-areas are often identified. The lists that follow identify client areas of work and, within those areas, the sub-areas underneath each practice area. Often, the same sub-area appears within different practice areas. For example, the sub-area “General/Other” when listed under “Commercial and Contracts” refers to general work provided regarding Commercial and Contracts matters. When listed under the “Employment and Labor” practice area, the same sub-area refers to work provided on Employment and Labor. Where applicable and practicable, each area and sub-area has been further subdivided into litigation and non-litigation work for the purposes of granular analysis.

Appendix: Data Methodology

Bankruptcy and Collections

Chapter 11
Collections
General/Other
Workouts and Restructuring

Commercial (Commercial Transactions and Agreements)

Contract Breach or Dispute
General, Drafting, and Review
General/Other

Corporate¹

Antitrust and Competition	Partnerships and Joint Ventures
Corporate Development	Regulatory and Compliance
General/Other	Tax
Governance	Treasury
Information and Technology	White Collar/Fraud/Abuse
Mergers, Acquisitions, and Divestitures	

Employment and Labor

ADA	General/Other
Agreements	Immigration
Compensation and Benefits	Union Relations and Negotiations/NLRB
Discrimination, Retaliation, and Harassment/EEO	Wages, Tips, and Overtime
Employee Dishonesty/Misconduct	Wrongful Termination
ERISA	

Environmental

General/Other
Health and Safety
Superfund
Waste/Remediation

Finance and Securities

Commercial Loans and Financing	Investments and Other Financial Instruments
Debt/Equity Offerings	Loans and Financing
Fiduciary Services	SEC Filings and Financial Reporting
General/Other	Securities and Banking Regulations

¹ All references to “Corporate: General/Other” in the 2024 Real Rate Report are the aggregation of all Corporate subareas excluding the Mergers, Acquisitions, and Divestitures sub-area and the Regulatory and Compliance sub-area.

Appendix: Data Methodology

General Liability

Asbestos/Mesothelioma	Personal Injury/Wrongful Death
Auto and Transportation	Premises
Consumer Related Claims	Product and Product Liability
Crime, Dishonesty and Fraud	Property Damage
General/Other	Toxic Tort

Government Relations

General/Other
Lobbying and Relations

Insurance Defense²

Auto and Transportation
General/Other
Personal Injury/Wrongful Death
Product and Product Liability
Professional Liability
Property Damage
Toxic Tort

Intellectual Property³

General/Other
Licensing
Patents
Trademarks

Marketing and Advertising

General/Other

Real Estate

Construction/Development
Easement and Right of Way
General/Other
Land Use/Zoning/Restrictive Covenants
Landlord/Tenant Issues
Leasing
Property/Land Acquisition or Disposition
Titles

² Insurance Defense Practice Area data was excluded from Section 1 and Section 5, except Section 1: High Level Data Cuts - Detailed Practice Area by Matter Type.

³ All references to “Intellectual Property: General/Other” in the 2024 Real Rate Report are the aggregation of all Intellectual Property sub-areas excluding the Patents and Trademarks sub-areas.

About Wolters Kluwer ELM Solutions

ELM Solutions is the market-leading global provider of enterprise legal spend and matter management and legal analytics solutions. It provides a comprehensive suite of tools that address the growing needs of corporate legal operations departments to increase operational efficiency and reduce costs, including a legal spend database featuring more than \$180 billion in invoices. Corporate legal and insurance claims departments trust its innovative technology and end-to-end customer experience to drive world-class business outcomes. In 2023, Wolters Kluwer ELM Solutions was named a Leader in the IDC MarketScape: Worldwide Enterprise Legal Management Software 2023 Vendor Assessment report.

EXHIBIT 4

Section I: High-Level Data Cuts

Detailed Practice Area By Matter Type

2024 - Real Rates for Partner, Associate, and Paralegal

Trend Analysis - Mean

Practice Area	Matter Type	Role	n	First Quartile	Median	Third Quartile	2024	2023	2022
Employment and Labor: Discrimination, Retaliation and Harassment / EEO	Non-Litigation	Partner	121	\$665	\$780	\$962	\$841	\$804	\$771
		Associate	77	\$430	\$519	\$704	\$583	\$548	\$508
		Paralegal	11	\$180	\$238	\$269	\$237	\$278	\$254
	Litigation	Partner	125	\$419	\$548	\$755	\$629	\$573	\$494
		Associate	127	\$332	\$405	\$495	\$448	\$413	\$366
		Paralegal	71	\$196	\$250	\$295	\$249	\$238	\$224
	Non-Litigation	Partner	116	\$390	\$485	\$604	\$545	\$531	\$505
		Associate	115	\$295	\$325	\$419	\$382	\$343	\$331
		Paralegal	58	\$131	\$195	\$251	\$211	\$205	\$211
Employment and Labor: ERISA	Non-Litigation	Partner	60	\$530	\$684	\$850	\$714	\$667	\$690
		Associate	26	\$364	\$440	\$650	\$520	\$441	\$436
Employment and Labor: Immigration	Non-Litigation	Partner	32	\$505	\$658	\$942	\$712	\$683	\$612
		Associate	20	\$341	\$504	\$950	\$599	\$457	\$456
		Paralegal	17	\$126	\$175	\$225	\$182	\$201	\$182
Employment and Labor: OFCCP	Non-Litigation	Partner	16	\$531	\$665	\$825	\$714	\$674	\$637

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

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

2024 - Real Rates for Associate

Trend Analysis - Mean

Years of Experience	Matter Type	n	First Quartile	Median	Third Quartile	2024	2023	2022
3 to Fewer Than 7 Years	Litigation	48	\$408	\$459	\$591	\$495	\$468	\$417
	Non-Litigation	77	\$355	\$421	\$495	\$458	\$410	\$350
7 or More Years	Litigation	81	\$345	\$494	\$717	\$549	\$477	\$439
	Non-Litigation	104	\$375	\$474	\$612	\$521	\$447	\$419

Section III: Practice Area Analysis

Employment and Labor

By Matter Type and YOE

2024 - Real Rates for Associate and Partner

Trend Analysis - Mean

Firm Size	Matter Type	Role	n	First Quartile	Median	Third Quartile	2024	2023	2022
50 Lawyers or Fewer	Litigation	Partner	26	\$325	\$422	\$656	\$499	\$473	\$426
		Associate	14	\$325	\$325	\$355	\$342	\$356	\$308
	Non-Litigation	Partner	21	\$353	\$510	\$666	\$538	\$503	\$471
51-200 Lawyers	Litigation	Partner	19	\$315	\$360	\$450	\$394	\$405	\$399
		Associate	74	\$450	\$700	\$806	\$674	\$636	\$591
	Non-Litigation	Partner	37	\$307	\$423	\$642	\$457	\$372	\$331
201-500 Lawyers	Litigation	Partner	87	\$515	\$650	\$1,095	\$858	\$766	\$535
		Associate	112	\$413	\$593	\$761	\$634	\$645	\$388
	Non-Litigation	Partner	162	\$400	\$445	\$595	\$529	\$523	\$491
		Associate	59	\$325	\$405	\$525	\$464	\$405	\$372
501-1,000 Lawyers	Litigation	Partner	73	\$475	\$693	\$981	\$741	\$758	\$697
		Associate	60	\$351	\$498	\$665	\$531	\$493	\$445
	Non-Litigation	Partner	255	\$510	\$595	\$700	\$667	\$648	\$609
		Associate	127	\$330	\$384	\$508	\$488	\$448	\$422

2024 - Real Rates for Associate and Partner							Trend Analysis - Mean		
Firm Size	Matter Type	Role	n	First Quartile	Median	Third Quartile	2024	2023	2022
More Than 1,000 Lawyers	Litigation	Partner	102	\$788	\$947	\$1,120	\$976	\$933	\$836
		Associate	125	\$479	\$581	\$740	\$615	\$572	\$546
	Non-Litigation	Partner	147	\$719	\$883	\$1,107	\$939	\$893	\$818
		Associate	123	\$450	\$506	\$660	\$592	\$549	\$495