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Attorneys for Plaintiff ERIC ROBINSON
on behalf of himself and on behalf of all other
aggrieved employees

[Additional Counsel listed on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

ERIC ROBINSON and DAVID NUNEZ, on
behalf of all other aggrieved employees,

Plaintiff,

vs.

QUIDEL CORPORATION dba QUIDEL, a
Delaware corporation; QUIDELORTHO
CORPORATION dba QUIDELORTHO, a
Delaware corporation; QUIDEL
CARDIOVASCULAR INC. dba
QUIDELCARDIOVASCULAR, a Delaware
corporation; EASTRIDGE WORKFORCE
TECHNOLOGY, INC. dba EASTRIDGE
WORKFORCE SOLUTIONS, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 37-2023-00054933-CU-OE-CTL

Judge: Hon. Marcella O McLaughlin

**DECLARATION OF KELSEY M. SZAMET
IN SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION TO APPROVE
THE PRIVATE ATTORNEYS GENERAL
ACT SETTLEMENT AND RELEASE
UNDER CALIFORNIA LABOR CODE §§
2698, et seq.**

Date: November 14, 2025

Time: 9:30 a.m.

Dept.: C-72

1 **KINGSLEY & KINGSLEY, APC**

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11 Attorneys for Plaintiff DAVID NUNEZ
12 on behalf of all other aggrieved employees

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1. I am an attorney admitted before all courts of the State of California and a partner in the law firm of Kingsley Szamet Employment Lawyers, counsel of record for Plaintiff DAVID NUNEZ in this action. I am completely familiar with the present litigation, including the pleadings, discovery, and filings submitted in this matter. I make this Declaration from my own personal knowledge, and, if called upon, I could and would competently testify to the following.

2. I graduated cum laude from the University of California, San Diego in 2004 with a degree in Human Development. I graduated from the University of California, Los Angeles School of Law in 2008. I am admitted to practice before the following Courts: United States Supreme Court; United States District Court, Northern, Eastern, Southern and Central of California; all California State Courts

3. I make this Declaration in support of Plaintiffs' Motion for Approval of PAGA Settlement in the above-captioned case.

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4. Kingsley Szamet Employment Lawyers is very experienced in prosecuting employment litigation, and since the year 2000 we have focused our practice on complex wage, hour, and working condition violations. My firm is extremely well-versed in class and representative action litigation and has diligently pursued this action. Kingsley Szamet Employment Lawyers currently serves as Class Counsel for dozens of pending class action lawsuits in Northern, Central, and Southern California. Below is a very small but representative sampling of wage and hour class cases handled by my firm:

a. *Goodman v. Crystal Ventures, Inc.* (No. BC245561, L.A. Super. Ct.) In January 2002, the Hon. Anthony Mohr granted final approval of settlement in the gross amount of \$255,000 and the court approved the attorneys' fee request of 33 1/3%.

b. *Daniel v. Network Management Corp.* (No. BC274004, L.A. Super. Ct.) In September 2003, the court granted final approval of Settlement in the gross amount

of \$475,000 and the court approved the attorneys' fee request of 30%.

- c. *Johnston v. The Cheesecake Factory* (No. BC316180, L.A. Super. Ct.) In December 2005, the Hon. Rita Miller granted final approval of Settlement in the gross amount of \$4,000,000 and the court granted attorneys' fees request of 30%.
- d. *Tumino v. HOB Entertainment* (No. BC327962, L.A. Super. Ct.) In May 2006, the Hon. Conrad R. Aragon granted final approval of Settlement in the gross amount of \$1,000,000 and the court granted attorneys' fees request of 30%.
- e. *Ryan v. Hilton Hotels Corporation*, (No. BC364260, L.A. Super. Ct.) In March 2008, the Hon. Mary Thornton House granted final approval of Settlement in the gross amount of \$1,675,000.00 and attorneys' fees request of \$558,333.33 (33.33%).
- f. *Gerritson v. Styles For Less, Inc.*, (No. BC402921, L.A. Super. Ct.) In September 2010, the Hon. Kenneth R. Freeman granted final approval of Settlement in the gross amount of \$2,000,000.00, and attorneys' fees request of \$666,666.67 (33.33%).
- g. *Lewis v. Collabrus, Inc., et al.*, (No. 109CV-142927, Santa Clara Super. Ct.) In March 2012, the Hon. James P. Kleinberg granted final approval of Settlement in the gross amount of \$2,000,000.00, and attorneys' fees request of \$666,666.67 (33.33%).
- h. *Hirschinger v. Blue Cross of California*, (No. BC402739, L.A. Super. Ct.) In June 2013, the Hon. Lee Smally Edmund granted final approval of Settlement in the gross amount of \$4,700,000.00, and the court granted attorneys' fees request of 38%.
- i. *Anderson v. Total Renal Care, Inc.*, (No. BC388335, L.A. Super. Ct.) In January 2014, the Hon. William F. Highberger granted final approval of Settlement in the gross amount of \$1,500,000.00 and attorneys' fees request of \$500,000 (33.33%).
- j. *Westbrook v. International Surfacing Systems*, (No. RG10510015, Alameda Super.

1 Ct.) In August 2015, the Hon. Wynne Carvill granted final approval of Settlement
2 in the gross amount of \$995,000.00, and the court granted attorney's fees request of
3 33.33%.

4 k. *Kane et al. v. Valley Slurry Seal*, (No. CV08-2483, Yolo Super. Ct.) In March 2016
5 after a class trial with a verdict in favor of the class, the Hon. Daniel P. Maguire,
6 awarded Kingsley Szamet Employment Lawyers and co-counsel \$996,232.72 in
7 attorney's fees.

8 l. *Aparacio v. Abercrombie & Fitch Stores, Inc.*, (No. BC499281, L.A. Super. Ct.) In
9 June 2016, the Hon. Kenneth Freeman granted final approval of Settlement in the
10 gross amount of \$2,000,000.00, and attorneys' fees request of \$666,666.67
11 (33.33%).

12 m. *Pineda, et al. v. Grimmway Enterprises, Inc.*, (No. BCV-15-101333, Kern Super.
13 Ct.) In January 2018, the Hon. Stephen D. Schuett granted final approval of
14 Settlement in the gross amount of \$9,000,000 with attorneys' fees request of
15 \$3,000,000 (33.33%).

16 n. *Hernandez v. Broward Builders, Inc.*, (No. CV-18-2032, Sacramento Super. Ct.) In
17 October 2020, the Hon. Peter M. Williams granted final approval of the Settlement
18 in the amount of \$1,500,000 with attorney's fee request of \$500,000 (33.33%).

19 o. *Amaro et al. v Gerawan Farming, Inc.*, (No. 1:14-cv-00147-DAD-SAB (E.D.
20 Cal.)) In October 2020, the Hon. Dale Drodz granted final approval of Settlement
21 in the amount of \$5,000,000, and attorneys' fee request of \$1,500,000 (30%).

22 p. *Gettys v. Banc of American Merchant Services, LLC*, (No. 19STCV17233, L.A.
23 Super. Ct.) In March 2021, the Hon. Ann I. Jones granted final approval of the
24 Settlement in the amount of \$1,900,000, and attorneys' fee request of \$633,333.33
25 (33.33%).

26 q. *Griffin, et al. v. Cavco Industries; Fleetwood Homes* (No. CIVDS1927889, San
27 Bernardino Super. Ct.) In November 2021, the Hon. David Cohn granted final
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1 approval of the Settlement in the amount of \$2,250,000, and attorneys' fee request
2 of \$750,000 (33.33%).

3 5. Kingsley Szamet Employment Lawyers filed its first motion for class certification
4 in the year 2000 and since that time has been appointed Class Counsel on dozens of wage and
5 hour class actions that have been approved for class certification. Since 2011, Kingsley Szamet
6 Employment Lawyers has moved for class certification in 16 matters and has successfully
7 obtained class certification in all 15 of those cases. A brief sampling of which includes:

- 8 a. *Lewis v. Collabrus, Inc.*, Santa Clara County Superior Court (109CV-
9 142927), approved for Class Certification in 2011.
- 10 b. *Melendrez v. JK Communications*, No. BC497692, (L.A. Super. Ct., filed
11 December 19, 2012) (court granted contested class certification and appointed
12 Kingsley Szamet Employment Lawyers as class counsel).
- 13 c. *Amaro, et al v. Gerawan Farming, Inc.*, No. 1:14-cv-00147-DAD-SAB
14 (E.D. Cal., filed February 3, 2014) (court granted contested class certification and
15 appointed Kingsley Szamet Employment Lawyers as class counsel).
- 16 d. *Suarez v. Mazatlan, Inc.*, No. 37-2015-00002978-CU-OE-CTL (S.D. Super.
17 Ct., filed January 27, 2015) (court granted contested class certification and
18 appointed Kingsley Szamet Employment Lawyers as class counsel).
- 19 e. *Ruiz v. Daniel C. Salas Harvesting, Inc.*, Kings County Superior Court (16
20 C 0214). contested class certification granted in June 2020.
- 21 f. *Weldon v. Geo Corrections & Detentions, LLC*, Kern County Superior
22 Court (BCV-16-102833), contested class certification granted in 2018.
- 23 g. *Patton v. Skyler Electric*, Nevada County Superior Court, (CU17-082544),
24 contested class certification granted in June 2020.
- 25 h. *Hameister v. Jaco Oil Company*, Kern County Superior Court (BCV-17-
26 102876), contested class certification granted in August 2020.

27 6. PAGA Counsel is experienced in the handling of wage and hour class actions and
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1 supports this Settlement. Based on its analysis, PAGA Counsel believes that this settlement is fair
2 and reasonable and in the best interest of the aggrieved employees.

3 **ATTORNEY'S FEE AWARD**

4 7. In addition to the complexity of this case, Kingsley Szamet Employment Lawyers
5 has borne the risk of litigation and paid out hard costs in this litigation during the time that it has
6 been pending, all on a pure contingency basis. Through the investment of substantial effort and
7 resources, PAGA Counsel have secured an outstanding Settlement on behalf of the aggrieved
8 employees. Defendant vigorously contested liability, the amount of claimed damages, and the
9 propriety of class certification. It is this kind of situation, involving complex issues, that has been
10 recognized as justifying a substantial attorney fee award.

11 8. I am very familiar with the contingent fee market throughout California and in the
12 San Diego area, particularly as it pertains to complex employment, wage and hour, and class
13 action litigation. On behalf of my firm, I have negotiated numerous contingency fee agreements
14 with plaintiffs, both as individuals and as representatives in class action suits. Many of those
15 agreements provided that counsel will receive a fee that is between 33% and 40% of any recovery
16 that is obtained, and, in addition, that counsel be reimbursed for the costs they incurred out of the
17 recovery amount. The named Plaintiffs in this action signed a contingency fee agreement that
18 stated that counsel would be able to make a fee of up to 40% of any recovery if the case settles.
19 These are typical and standard percentages in employment-related contingency agreements
20 throughout California. Indeed, in my opinion, the aggrieved employees in this complex wage and
21 hour case could not have retained competent counsel in California, particularly with the
22 considerable skill and expertise of my firm, for any amount significantly less than the contingency
23 fee percentage provided in this retainer agreement. Kingsley Szamet Employment Lawyers has
24 never been paid any money for attorneys' fees in this case and has advanced all costs.

25 9. There are always risks attendant to billing cases on a contingency basis. Those risks
26 are even higher in the current economic climate. Kingsley Szamet Employment Lawyers bills the
27 vast majority of its cases on contingency, and has been affected by recent bankruptcy filings. In
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1 three separate cases, *Lozoya v. Shore House Café, Inc.*, No. 30-2008-00082103-CU-OE-CJC
2 (Orange Super. Ct. filed Mar. 7, 2008) and *Davis v. Crossfire Marketing Group, LLC*, No.
3 CIVRS1207797 (San Bernardino Super. Ct. filed October 5, 2012), the defendants both filed for
4 bankruptcy protection in June 2011 and January 2015 after years of litigation. My firm advanced
5 costs and incurred thousands of dollars in fees that will never be recovered.

6 10. Additionally, there are cases where Kingsley Szamet Employment Lawyers takes
7 on the extreme risk of attempting to certify a class case, often times turning down class or
8 individual settlement offers that Kingsley Szamet Employment Lawyers feels are not in the best
9 interest of the class, only to lose class certification and the costs and fees associated with the
10 litigation. See e.g., *Prosad v. Del Taco Restaurant Services, Inc.*, No. BC426538 (L.A. Super. Ct.
11 filed Nov. 2009); *Perez v. Safelite Group, Inc.*, CV-10-8653-RGK(FFMx) (C.D. Cal. filed
12 October 5, 2010).

13 11. When our firm's motions for class certification are denied, Kingsley Szamet
14 Employment Lawyers often appeals the orders. Sometimes, these denials are overturned (*Perez v.*
15 *Safelite Group, Inc.*, 553 Fed.Appx. 667 (9th Cir. 2015); *Anderson v. Total Renal Care, Inc.*, No.
16 B236207 (Cal. Ct. App. 2012)) and other times Class Counsel is unsuccessful (*Prosad v. Del Taco*
17 *Restaurant Services, Inc.*, No. B238605 (CA. Ct. App. 2012)).

18 12. In addition to appealing class certification denials, Kingsley Szamet Employment
19 Lawyers has been involved in numerous lengthy and protracted appeals process before the
20 California Court of Appeal, the Ninth Circuit, the Seventh Circuit, and the United States Supreme
21 Court. Our firm specifically has taken and lost some issues on appeal that required the write-off of
22 significant legal fees. Also, our firm has been successful on appeal and overturned unfavorable
23 lower court rulings or successfully fought to have successful rulings affirmed. Below is just a
24 sample of some of these appeals:

- 25 a. *D'Este v. Bayer Corp.*, 565 F.3d 1119 (9th Cir. 2009) (lower court ruling that
26 pharmaceutical sales representatives are exempt employees affirmed);
- 27 b. *Budrow v. Dave & Buster's of California, Inc.*, 171 Cal. App. 4th 875 (2009)

- (lower court ruling in employer's favor that certain employees can share in mandatory tip pool affirmed);
- c. *Areso v. CarMax, Inc.*, 195 Cal. App. 4th 996 (2011) (lower court ruling in employer's favor approving employer's commission pay plan affirmed);
- d. *Christopher v. SmithKline Beecham Corp.*, 132 S. Ct. 2156, 183 L. Ed. 2d 153 (2012) (lower court ruling that pharmaceutical sales representatives are exempt employees affirmed);
- e. *Schaefer-LaRose v. Eli Lilly & Co.*, 679 F.3d 560 (7th Cir. 2012) (lower court ruling that pharmaceutical sales representatives are exempt employees affirmed);
- f. *Fowler v. Carmax, Inc.*, No. B238426, 2013 WL 120811 (Cal. Ct. App. Mar. 26, 2013), cert. granted, judgement vacated sub nom. CarMax Auto Superstores California, LLC v. Fowler, 134 S. Ct. 1277, 188 L. Ed. 2d 290 (2014) (lower court granted employer's motion to compel arbitration, Court of Appeal reversed, U.S. Supreme Court affirmed lower court);
- g. *Salazar v. Apple Am. Grp., LLC*, No. E059562, 2015 WL 314703 (Cal. Ct. App. Jan. 26, 2015), review denied (Apr. 22, 2015), cert. denied, 136 S. Ct. 688, 193 L. Ed. 2d 519 (2015) (lower court ruling in employee's favor on motion to compel arbitration affirmed);
- h. *Anaya v. J.'s Maint. Serv., Inc.* No. B261662, 2016 WL 519867 (Cal. Ct. App. Feb. 9, 2016) (lower court ruling in employee's favor on motion to compel arbitration affirmed);
- i. *Cortez v. Doty Bros. Equipment Company, Inc.* (2017) 15 Cal.App.5th 1 (reversing in part and affirming in part trial courts order compelling arbitration);
- j. *Lopez v. Friant & Associates, L.L.C.* (2017) 15 Cal.App.5th 773 (reversing summary judgement in favor of employer on wage statement claim);
- k. *Kane v. Valley Slurry Seal Company*, Case No. C079558, Cal. Ct. App. May 8, 2018) (affirming judgement for employees after bench trial);

1 1. *Kim v. Reins International California*, Case No. S246911. Oral argument was held
2 before the California Supreme Court on January 6, 2020 and a decision was
3 published in March 2020.

4 13. Unlike plaintiffs' firms, which bear the risk of loss contingency cases, defense
5 firms are able to bill their clients for time spent on a case. As verified by a survey conducted by
6 the National Law Journal nearly a decade ago, six California firms provided their hourly billing
7 rates and of the six firms, five regularly charged in excess of \$500 for their partners. In fact, four
8 of these firms charged as high as \$600, \$620, \$650 and up to \$850 per hour. These firms are
9 located in Orange County, Los Angeles County, Santa Clara County, and San Diego County. This
10 survey is attached hereto as Exhibit A.

11 14. While plaintiffs' firms strive to take on cases that are meritorious (for ethical as
12 well as monetary reasons), as this Court knows, many of these cases hinge on the decision of class
13 certification. Recently, there has been a renewed effort by defense counsel and/or their clients to
14 challenge these cases and to push back, especially on certification motions. In addition, many
15 novel legal issues have gone up on appeal, which as complicated the landscape for settlement.

16 **CLASS COUNSEL'S HOURS AND HOURLY RATES ARE REASONABLE**

17 15. Kingsley Szamet Employment Lawyers' aggregate lodestar amounts to \$29,612.00,
18 which represents 37 hours of attorney work on this matter incurred from its inception through the
19 date of execution of this declaration.

20 16. The amount of time spent on this case by our firm (37 hours to date), which
21 culminated in a very favorable proposed Settlement for the aggrieved employees, is reasonable
22 given the complexity and novelty of the issues involved, the vigorous defense, the length and
23 intensity of the litigation, and the exceptional results obtained.

24 17. PAGA Counsel litigated this action with great efficiency in light of the amount of
25 work required to achieve the Settlement.

26 18. Kingsley Szamet Employment Lawyers' requested hourly rates in this case range
27 from \$495.00 per hour to \$1,210.00.

1 19. Kingsley Szamet Employment Lawyers' hourly rates are fully supported by their
2 experience and reputation in handling complex employment litigation, including wage and hour
3 class actions.

4 20. Mr. Kingsley was barred in 1996 and is a 29-year attorney with expertise in wage
5 and hour class action lawsuits.

6 21. He has litigated several hundred such cases, including at the appellate level at the
7 U.S. Supreme Court, California Supreme Court, the Ninth Circuit, and the California Court of
8 Appeal.

9 22. He is also a prolific speaker at various seminars on employment law and regularly
10 contributes to legal publications on employment topics.

11 23. My partner Eric Kingsley's current rate is \$1,210 per hour.

12 24. In light of the impending increase of experienced lawyers in specialized practice, I
13 believe that the hourly rates charged by my firm are fair and reasonable and are comparable to or
14 less than those charged by my colleagues in California and the national market for prosecuting or
15 defending class actions.

16 25. My office billed for active attorneys Eric Kingsley and myself for work performed
17 on this case.

18 26. My office billed for the following three attorneys for work performed on this case:
19 Eric Kingsley, Jessica Bulaon, and me.

20 27. I am a partner at Kingsley Szamet Employment Lawyers. I received my Bachelor
21 of Arts degree, *cum laude*, from the University of California San Diego and received my law
22 degree from UCLA School of Law in 2008, where I was active in the Women's Law Journal and
23 community-based legal clinics. I have been practicing since 2008 and is billed at \$880 per hour.

24 28. Jessi Bulaon is an Associate Attorney at Kingsley Szamet & Ly. Ms. Bulaon is a
25 graduate of UCLA where she obtained her Bachelor of Arts in Sociology. In 2021, she earned her
26 J.D. from Southwestern Law School, where she was a member on the Law Review and the Dean's
27 List. While at Southwestern, she was awarded the Exceptional Achievement Award in Employment
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1 Law Survey course and Witkin Award in her Labor Law course. Ms. Bulaon also clerked at a
2 plaintiff-side employment law firm for 1.5 years until she was admitted to practice in December of
3 2021. She is billed at \$495 per hour.

4 30. An article in the Wall Street Journal on February 9, 2016 titled Legal Hours Cross
5 New Mark: \$1,500 an Hour states that “a review of filings over the past three months in about two
6 dozen bankruptcy cases shows that senior partners routinely charge between \$1,200 and \$1,300 an
7 hour, with top rates at several large law firms exceeding \$1,400.” The article also explains that
8 “despite low inflation and weak demand for legal services, rates at large corporate law firms have
9 risen by 3% to 4% a year since the economic downturn.” Finally, the article notes that “the
10 average highest rate paid for law-firm partners was \$875 an hour in 2015.” This article is attached
11 hereto as Exhibit B.

12 31. Kingsley Szamet Employment Lawyers’ charged rate are commensurate with the
13 prevailing market rates in San Diego County for attorneys of comparable experience and skill
14 handling complex litigation.

15 32. Kingsley Szamet Employment Lawyers’ rates in calculating the lodestar are the
16 same rates charged to non-contingent hourly clients and thus necessarily reflect the current market
17 value of counsel’s legal services.

18 33. Kingsley Szamet Employment Lawyers’ made all reasonable attempts to avoid
19 duplication of assignments and to assign tasks to timekeepers at the appropriate billing rates.

20 34. Finally, Kingsley Szamet Employment Lawyers’ rates are in line with the adjusted
21 Laffey Matrix, which is a fee scale that courts often consult in determining the reasonableness of
22 hourly rates. Under the adjusted Laffey Matrix, a reasonable rate for an attorney with 20+ years of
23 experience, such as Mr. Kingsley, is \$1,141 and a reasonable rate for an attorney with 16 years of
24 experience, such as myself, is \$948, and a reasonable rate for an attorney with 4-7 years of
25 experience, such as Ms. Bulaon is \$581. A true and correct copy of the 2024-2025 Adjusted
26 Laffey Matrix is attached hereto as Exhibit C.

27 36. Kingsley Szamet Employment Lawyers’ attorneys’ fees in the present case are
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broken down as follows:

<u>ATTORNEY</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTALS</u>
Eric B. Kingsley	1.8	\$ 1,210.00	\$2,178.00
Kelsey M. Szamet	26.0	\$ 880.00	\$22,880.00
Jessi Bulaon	9.2	\$ 495.00	\$4,554.00
KINGSLEY TOTAL ATTORNEYS' FEES	37		\$29,612.00

37. Kingsley Szamet Employment Lawyers has spent significant time investigating, researching, and litigating this matter, including but not limited to the following:

- a. intake and interviewing Plaintiff David Nunez;
- b. working with Plaintiff David Nunez to flush out the facts and legal issues;
- c. researching the named Defendant and including other pending and former matters against Defendant;
- d. fact development and investigating Defendant's ownership structure
- e. researching and analyzing all relevant claims;
- f. investigation and discussion regarding job functions, duties, compensation, policies, and procedures, etc.;
- g. researching private right of action and various impact on class actions;
- h. regular meetings and/or communicating with Plaintiff David Nunez;
- i. drafting pleadings (Complaint, PAGA notice letter, regular status conference statements, etc.);
- j. propounding and responding to formal written discovery and meeting and conferring as necessary thereto;
- k. setting and preparing for formal mediation (that was taken off calendar at the last minute); and
- l. staying abreast of the settlement and approval process and multiple

1 communications with counsel.

2 38. As a regular practice, my office keeps contemporaneous time records for time spent
3 working on a matter. We pay for software that is specialized to do this and allows us to track time
4 worked on a matter in real time.

5 39. To achieve the ultimate result in this case, Kingsley Szamet Employment Lawyers
6 had to incur substantial risk and expense, and was precluded from taking other fee generating
7 employment for over 37 hours of attorney time.

8 **ATTORNEY COSTS**

9 40. Kingsley Szamet Employment Lawyers diligently prepared and litigated this
10 matter, advancing thousands of dollars in costs and deferring all payment of fees, with no
11 guarantee that any of the fees incurred or costs advanced would ever be recovered, and diverting
12 significant firm resources to prosecution of this matter.

13 41. In addition to their request for fees, Kingsley Szamet Employment Lawyers further
14 request reimbursement of the reasonable out-of-pocket expenses advanced and/or incurred by
15 them in connection with this litigation.

16 42. Pursuant to the Settlement Agreement, PAGA Counsel shall not seek an amount in
17 excess of \$30,000.00 for litigation costs.

18 43. Kingsley Szamet Employment Lawyers has incurred \$2,212.76 in costs.

19 44. All of the requested costs are reasonable in amount and were necessarily incurred
20 by Kingsley Szamet Employment Lawyers in prosecuting this litigation. A true and correct copy
21 of Kingsley's cost ledger is attached hereto as Exhibit D.

22 45. All of these costs have been incurred in the course of this litigation, and all costs
23 advanced have already been paid by Kingsley Szamet Employment Lawyers.

24 **EXHIBITS**

25 1. Attached hereto as Exhibit "A" is a true and correct copy of the ALM Research
26 2007 NLJ Billing Survey.

27 2. Attached hereto as Exhibit "B" is a true and correct copy of Wall Street Journal on
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1 February 9, 2016 titled Legal Hours Cross New Mark: \$1,500 an Hour.

2 3. Attached hereto as Exhibit "C" is a true and correct copy of the 2024-2025
3 Adjusted Laffey Matrix.

4 4. Attached hereto as Exhibit "D" is a true and correct copy of the Kingsley Szamet
5 Employment Lawyers costs ledger reflecting costs incurred in this matter.

6 I declare under penalty of perjury under the laws of the state of California that foregoing is
7 true and correct.

8 This declaration was executed this 9th day of October, 2025, in Encino, California.

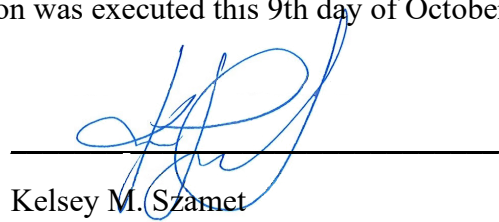
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Kelsey M. Szamet

EXHIBIT "A"

	A	C	D	E	F	G	H	I	J	K	L
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2											
3											
4											
5											
6	Firm Name	Partner Billing Rate High	Partner Billing Rate Low	Associate Billing Rate High	Associate Billing Rate Low	Associate Billing Rate Average	Partner Billing Rate Average	Firmwide Billing Rate Average	Associate Billing Rate Med	Partner Billing Rate Med	Firmwide Billing Rate Med
7	Adams and Reese	\$500	\$225	\$255	\$165	\$198	\$305	\$278	\$197	\$300	\$275
8	Andrews Kurth	\$795	\$400	\$460	\$210						
9	Arent Fox	\$675	\$395	\$440	\$240						
10	Armstrong Teasdale	\$450	\$295	\$295	\$165						
11	Baker, Donelson, Bearman, Caldwell & Berkowitz	\$525	\$230	\$315	\$160	\$205	\$325	\$280	\$200	\$320	\$270
12	Barnes & Thornburg	\$485	\$265	\$295	\$180	\$225	\$350	\$302	\$220	\$355	\$310
13	Bass, Berry & Sims PLC	\$575	\$300	\$285	\$180						
14	Best Best & Krieger	\$495	\$290	\$350	\$160	\$203	\$275	\$212	\$235	\$390	\$265
15	Bond, Schoeneck & King	\$435	\$200	\$250	\$140	\$179	\$294	\$253	\$175	\$295	\$300
16	Bradley Arant Rose & White	\$520	\$240	\$280	\$180	\$211	\$335	\$258	\$205	\$330	\$260
17	Briggs and Morgan	\$500	\$250	\$325	\$195	\$233	\$391	\$344	\$230	\$395	\$350
18	Brinks Hofer Gilson & Lione	\$650	\$300	\$410	\$180	\$273	\$479	\$365	\$250	\$485	\$350
19	Broad and Cassel	\$450	\$250	\$310	\$165	\$232	\$361	\$294	\$225	\$360	\$275
20	Brownstein Hyatt Farber Schreck	\$675	\$260	\$270	\$170	\$219	\$373	\$308	\$218	\$390	\$325
21	Bryan Cave	\$695	\$320	\$495	\$165	\$295	\$493	\$394	\$295	\$490	\$375
22	Buchanan Ingersoll & Rooney	\$750	\$320	\$460	\$150						
23	Bullivant Houser Bailey	\$500	\$225	\$350	\$150	\$240	\$285	\$260	\$220	\$275	\$250
24	Burr & Forman	\$470	\$250	\$305	\$175	\$235	\$340				
25	Butzel Long	\$575	\$210	\$350	\$155						
26	Carlton Fields	\$600	\$280	\$375	\$190	\$243	\$406	\$312	\$245	\$405	\$300
27	Cooley Godward Kronish	\$875	\$470	\$555	\$250						
28	Covington & Burling	\$800	\$510	\$525	\$240						
29	Cozen O'Connor	\$750	\$230	\$530	\$155	\$283	\$420	\$350	\$280	\$425	\$340
30	Curtis, Mallet-Prevost, Colt & Mosle	\$735	\$635	\$560	\$280	\$361	\$666	\$396	\$360	\$685	\$480
31	Davis Wright Tremaine	\$695	\$300	\$390	\$170	\$257	\$430	\$375	\$250	\$423	\$375
32	Day Pitney	\$650	\$350	\$525	\$210	\$306	\$472	\$374	\$310	\$465	\$375
33	Dickinson Wright	\$530	\$260	\$275	\$170						
34	Dickstein Shapiro Morin & Oshinsky	\$825	\$425	\$440	\$225	\$336	\$552	\$438	\$360	\$550	\$425
35	Dinsmore & Shohl	\$475	\$235	\$285	\$155	\$199	\$342	\$275	\$190	\$340	\$250
36	Dorsey & Whitney	\$750	\$220	\$470	\$145	\$274	\$463	\$375	\$260	\$463	\$365
37	Duane Morris	\$705	\$315	\$465	\$150	\$310	\$475	\$416	\$305	\$470	\$415
38	Dykema Gossett	\$625	\$245	\$390	\$185	\$272	\$403				
39	Edwards Angell Palmer & Dodge	\$700	\$350	\$450	\$170	\$293	\$515	\$407	\$280	\$513	\$400
40	Epstein Becker & Green	\$675	\$280	\$440	\$155	\$290	\$471	\$380	\$280	\$475	\$395
41	Fenwick & West	\$775	\$500	\$500	\$245	\$360	\$590	\$395	\$370	\$600	\$410
42	Foley & Lardner	\$855			\$185	\$387	\$550	\$476	\$375	\$550	\$475
43	Ford & Harrison	\$560	\$325	\$395	\$210						
44	Fowler White Boggs Banker	\$500	\$230	\$325	\$150	\$217	\$345	\$303	\$210	\$340	\$300
45	Fox Rothschild	\$595	\$240	\$440	\$190						

	A	C	D	E	F	G	H	I	J	K	L
	Firm Name	Partner Billing Rate High	Partner Billing Rate Low	Associate Billing Rate High	Associate Billing Rate Low	Associate Billing Rate Average	Partner Billing Rate Average	Firmwide Billing Rate Average	Associate Billing Rate Med	Partner Billing Rate Med	Firmwide Billing Rate Med
46											
47	Frost Brown Todd	\$455	\$225	\$255	\$145	\$180	\$303	\$256	\$170	\$295	\$255
48	Gardere Wynne Sewell	\$715	\$350	\$425	\$220	\$292	\$472	\$405	\$265	\$475	\$405
49	GrayRobinson, PA	\$500	\$175	\$250	\$250	\$198	\$319	\$224			
50	Greenberg Traurig, PA	\$850	\$300	\$505	\$175	\$311	\$490	\$407	\$310	\$500	\$415
51	Harris Beach	\$475	\$250	\$275	\$140						
52	Hiscock & Barclay LLP	\$375	\$220	\$250	\$160	\$185	\$278	\$245	\$180	\$280	\$250
53	Hodgson Russ	\$645	\$215	\$395	\$155	\$219	\$337	\$254	\$205	\$350	\$250
54	Hogan & Hartson	\$850	\$300	\$525	\$150	\$385	\$600	\$490	\$370	\$590	
55	Holland & Hart	\$585	\$275	\$345	\$165	\$269	\$388	\$335	\$275	\$385	\$335
56	Holme Roberts & Owen	\$635	\$285	\$420	\$195	\$284	\$412	\$353	\$265	\$410	\$345
57	Howard, Rice, Nemerovski, Canady, Falk & Rabkin	\$775	\$495	\$485	\$275						
58	Hughes Hubbard & Reed	\$825	\$595	\$560	\$240						
59	Husch & Eppenberger	\$425	\$190	\$260	\$130	\$179	\$297	\$248	\$175	\$295	\$245
60	Jackson Lewis	\$575	\$235	\$450	\$210						
61	Jenner & Block LLP	\$900	\$450	\$425	\$275	\$327	\$562		\$325	\$525	
62	Jones, Walker, Waechter, Poitevent, Carrere & Denegre	\$600	\$210	\$225	\$150						
63	Kelley Drye & Warren	\$800	\$400	\$500	\$255						
64	Knobbe, Martens, Olson & Bear	\$645	\$340	\$420	\$215						
65	Lane Powell Moss & Miller	\$515	\$300	\$300	\$205	\$255	\$370	\$345	\$255	\$370	\$345
66	Lathrop & Gage	\$450	\$225	\$300	\$140	\$185	\$300	\$215	\$185	\$300	\$260
67	Leonard, Street and Deinard	\$500	\$300	\$300	\$185						
68	Lewis, Rice & Fingersh	\$425	\$240	\$295	\$130						
69	Lindquist & Vennum	\$500	\$260	\$260	\$165						
70	Locke, Lord, Bissell & Liddell	\$900	\$375	\$390	\$190	\$281	\$488	\$399	\$280	\$490	\$425
71	Loeb & Loeb	\$875	\$425	\$500	\$240	\$384	\$606	\$505	\$400	\$600	\$500
72	Lord, Bissell & Brook	\$690	\$335	\$410	\$200	\$299	\$473	\$410	\$300	\$475	\$415
73	Lowenstein Sandler	\$725	\$380	\$395	\$205						
74	Luce, Forward, Hamilton & Scripps	\$725	\$325	\$450	\$220	\$281	\$465	\$381	\$280	\$475	\$395
75	Manatt, Phelps & Phillips	\$785	\$520	\$480	\$265	\$395	\$600	\$518	\$415	\$590	\$550
76	Marshall, Dennehey, Warner, Coleman & Goggin	\$400	\$135	\$300	\$120						
77	McCarter & English LLP	\$650	\$325	\$395	\$205						
78	McElroy Deutsch, Mulvaney & Carpenter	\$450	\$295	\$225	\$135	\$180	\$250	\$195	\$165	\$235	\$215
79	McKee Nelson	\$920	\$635	\$595	\$375	\$446	\$760	\$489	\$455	\$755	\$475
80	Michael Best & Friedrich	\$550	\$225	\$300	\$185	\$234	\$363	\$321	\$235	\$350	\$325
81	Miles & Stockbridge	\$535	\$315	\$405	\$205	\$260	\$397				
82	Miller & Martin	\$580	\$230	\$295	\$160	\$201	\$338	\$306	\$195	\$340	\$320
83	Miller, Canfield, Paddock and Stone, PLC	\$595	\$265	\$340	\$160	\$225	\$400	\$285	\$220	\$400	\$335
84	Montgomery, McCracken, Walker & Rhoads	\$575	\$320	\$320	\$195	\$260	\$419	\$360			
85	Moore & Van Allen	\$765	\$265	\$330	\$175						
86	Morgan, Lewis & Bockius	\$850	\$375	\$575	\$200						
87	Morris, Manning & Martin	\$625	\$350	\$400	\$180	\$285	\$436	\$380	\$310	\$395	\$440
88	Nexsen Pruet Jacobs & Pollard	\$420	\$220	\$250	\$150						
89	Ogletree, Deakins, Nash, Smoak & Stewart	\$575	\$270	\$360	\$200	\$256	\$348	\$312			
90	Patton Boggs	\$920	\$320	\$520	\$205	\$375	\$536	\$456	\$385	\$525	\$455
91	Pepper Hamilton	\$750	\$335	\$425	\$200						
92	Perkins Coie	\$805	\$205	\$500	\$145						

	A	C	D	E	F	G	H	I	J	K	L
	Firm Name	Partner Billing Rate High	Partner Billing Rate Low	Associate Billing Rate High	Associate Billing Rate Low	Associate Billing Rate Average	Partner Billing Rate Average	Firmwide Billing Rate Average	Associate Billing Rate Med	Partner Billing Rate Med	Firmwide Billing Rate Med
93											
94	Phelps Dunbar	\$450	\$170	\$205	\$130	\$174	\$243	\$184	\$175		
95	Phillips Lytle	\$435	\$245	\$300	\$140	\$205	\$309	\$223	\$205	\$300	\$215
96	Polisinelli Shalton Welte Suelthaus	\$600	\$250	\$250	\$175						
97	Quarles & Brady	\$575	\$260	\$335	\$185	\$233	\$377	\$319	\$235	\$375	\$325
98	Reed Smith	\$825	\$350	\$510	\$200	\$374	\$558	\$395	\$350	\$525	\$385
99	Robinson & Cole	\$575	\$340	\$325	\$200	\$295	\$424	\$328	\$280	\$420	\$330
100	Roetzel & Andress	\$460	\$210	\$275	\$110	\$198	\$302	\$264	\$200	\$300	\$260
101	Rutan & Tucker	\$600	\$335	\$350	\$210						
102	Saul Ewing	\$750	\$315	\$485	\$180	\$273	\$426	\$357	\$255	\$415	\$365
103	Schnader Harrison Segal & Lewis	\$750	\$240	\$385	\$175						
104	Schulte Roth & Zabel	\$850	\$650	\$585	\$235	\$435	\$724		\$440	\$745	
105	Sheppard, Mullin, Richter & Hampton	\$795	\$425	\$550	\$260						
106	Shughart Thomson & Kilroy	\$475	\$235	\$225	\$160						
107	Shumaker, Loop & Kendrick	\$465	\$200	\$360	\$180	\$221	\$311	\$289	\$220	\$305	\$300
108	Sills Cummis Epstein & Gross	\$650	\$350	\$375	\$195						
109	Smith, Gambrell & Russell	\$575	\$250	\$345	\$175						
110	Snell & Wilmer	\$675	\$275	\$390	\$170	\$248	\$390				
111	Steptoe & Johnson PLLC	\$325	\$200	\$250	\$170						
112	Stinson Morrison Hecker	\$600	\$230	\$250	\$175	\$207	\$333	\$295	\$225	\$365	\$285
113	Stoel Rives	\$500	\$275	\$350	\$160	\$231	\$379	\$324	\$230	\$375	\$330
114	Strasburger & Price	\$560	\$225	\$395	\$200	\$234	\$367	\$326	\$223	\$363	\$322
115	Sullivan & Worcester	\$700	\$415	\$420	\$245	\$309	\$550	\$438	\$290	\$540	\$440
116	Sutherland Asbill & Brennan	\$715	\$375	\$415	\$215	\$292	\$511	\$335	\$280	\$500	\$305
117	Thacher Proffitt & Wood	\$785	\$525	\$495	\$275	\$353	\$674	\$428	\$365	\$700	\$395
118	Thompson & Knight	\$730	\$370	\$370	\$205	\$295	\$496	\$415	\$310	\$485	\$400
119	Thompson Coburn	\$580	\$265	\$370	\$170						
120	Ulmer & Berne	\$470	\$240	\$290	\$165	\$212	\$343	\$280			
121	Vedder, Price, Kaufman & Kammholz	\$650	\$335	\$410	\$205	\$281	\$430	\$372	\$370	\$425	\$365
122	Wiggin and Dana	\$590	\$295	\$350	\$195						
123	Williams Mullen	\$600	\$300	\$425	\$205						
124	Wilmer Cutler Pickering Hale and Dorr	\$1,000	\$475	\$495	\$215						
125	Winstead Sechrest & Minick	\$620	\$345	\$360	\$180						
126	Winston & Strawn	\$845	\$400	\$590	\$200	\$365	\$608	\$455	\$395	\$640	\$523
127	Womble Carlyle Sandridge & Rice	\$575	\$290	\$370	\$195	\$268	\$426	\$355	\$265	\$425	\$360

EXHIBIT "B"

THE WALL STREET JOURNAL.

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<http://www.wsj.com/articles/legal-fees-reach-new-pinnacle-1-500-an-hour-1454960708>

BUSINESS | LAW

Legal Fees Cross New Mark: \$1,500 an Hour

Billing rates for partners at elite corporate law firms keep rising, despite low inflation, weak demand



Documents filed in chapter 11 bankruptcy cases offer a rare public glimpse at the mounting hourly fees of law partners at elite corporate law firms. Above, the U.S. Bankruptcy Court in New York. *PHOTO: BRENDAN MCDERMID/REUTERS*

By **SARA RANDAZZO** and **JACQUELINE PALANK**

Updated Feb. 9, 2016 10:11 a.m. ET

The day of the \$1,500-an-hour lawyer has arrived.

Partners at some of the nation's top law firms are approaching—and, in a few cases, surpassing—that watershed billing rate, making the \$1,000-an-hour legal fees that once seemed so steep look quaint by comparison.

Despite low inflation and weak demand for legal services, rates at large corporate law firms have risen by 3% to 4% a year since the economic downturn, according to Citi Private Bank's Law Firm Group.

“We just raise them every year,” said John Altorelli, a finance lawyer at DLA Piper LLP in New York, who says the firm has set his rate at more than \$1,500 an hour. Mr. Altorelli, who filed for personal bankruptcy in 2014 to halt a legal battle with the estate of his former law firm, Dewey & LeBoeuf LLP, cracked the \$1,000-an-hour mark a decade ago. His fees have risen steadily ever since.

To soften the blow to clients, Mr. Altorelli does more than half his work on some kind of fixed-fee basis. “Using hourly rates is really anachronistic, but we still do it,” he said.

Raising rates ensures that law firms keep up with the competition and helps them wrest more money from clients, who routinely demand discounts for all but the most sensitive work.

“If you think of the rules of supply and demand, how in the world can they keep raising their rates?” said Jeff Carr, a former general counsel of oil-and-gas services and equipment company FMC Technologies who for years has been an outspoken opponent of hourly legal rates.

The rate creep has boosted law firms’ revenue at a time when many of them are under pressure from lower-cost legal-service providers and corporate clients that are keeping more legal work in-house. Revenue at law firms rose 4% last year, according to Wells Fargo Private Bank’s Legal Specialty Group, though demand rose just 0.5%.

“Lots of law firms will charge whatever the market can bear,” said the head of one of the nation’s 200 largest law firms.

Documents filed in chapter 11 bankruptcy cases offer a rare public glimpse at mounting fees. These court filings show the rates of partners specializing in corporate restructuring, as well as those with specialties like tax, litigation and corporate law.

A review of filings over the past three months in about two dozen bankruptcy cases shows that senior partners routinely charge between \$1,200 and \$1,300 an hour, with top rates at several large law firms exceeding \$1,400.

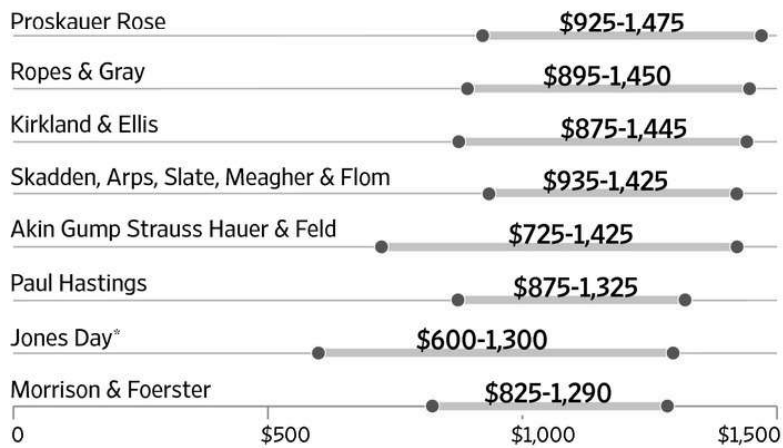
Proskauer Rose LLP’s hourly partner billing rate has climbed as high as \$1,475, while Ropes & Gray LLP’s tops out at \$1,450, court papers show.

Kirkland & Ellis LLP’s top hourly billing rate is now \$1,445. And rates at two firms—Akin Gump Strauss Hauer & Feld LLP and Skadden, Arps, Slate, Meagher & Flom LLP—peak at \$1,425 an hour.

Representatives of the law firms declined to comment.

Top Billers

Hourly rates of partners at top U.S. law firms now approach \$1,500.



*Includes partners and of counsel

Source: Bankruptcy court filings

THE WALL STREET JOURNAL.

Martin Bienenstock, who leads Proskauer's restructuring practice, called the \$1,225 an hour he billed clients last year "a market rate similar to my peers at other firms," and said he charges the same rate for nonbankruptcy work.

"The clients have kept coming back and growing during my 38-year career," he

said in an email, adding that clients generally prefer dealing directly with senior lawyers versus younger associates with lower rates.

In disclosing their firmwide rate increases, many firms tell the courts it is a standard way of keeping pace with "economic and other conditions." These include rising fixed costs, such as real estate and salaries.

In theory, a law-firm partner's pay rises and falls with the success of the firm. But, as competition for top talent increases, many firms feel the need to guarantee salaries or ensure a partner's pay doesn't fall, even in down years.

Still, only elite lawyers can charge \$1,400 an hour or more. Such rates are found almost exclusively in New York and other major markets, and only in the least price-sensitive fields like mergers and acquisitions, restructuring, tax, antitrust and high-stakes litigation and appeals.

For lawyers at the very top of those fields, hourly rates can hit \$1,800 or even \$1,950.

"You have a very few people at the very top where price is almost no object," said legal consultant Bruce MacEwen, who likens it to the way celebrities, sports stars and best-selling authors are paid. "It is a talent market."

Most lawyers in the U.S. fall well below those high marks. In a survey of in-house legal departments by BTI Consulting Group, the average highest rate paid for

law-firm partners was \$875 an hour in 2015, up more than 27% from three years earlier. Of the respondents, 38% had paid more than \$1,000 an hour for a lawyer, and the highest rate those in the survey paid was \$1,600 an hour.

For many firms, the stated rate is simply a starting point in discussions with corporate law departments. As a result, said legal consultant Ward Bower of Altman Weil, “sophisticated” law firms tend to implement annual rate increases to offset clients’ requests for discounts.

Such discounts are becoming more commonplace. A decade ago, law firms could typically get clients to pay around 92% of their stated rates, according to Thomson Reuters Peer Monitor. Last year, that fell to less than 83%.

Smaller companies can get squeezed the most on fees, because they don’t send enough work to any one law firm to get the best deals.

Companies with \$4 billion or more in annual revenue were twice as likely as those with less than \$100 million in revenue to use some form of alternative fee, according to a survey from industry trade group the Association of Corporate Counsel.

Some industry watchers view the raise-and-discount approach with skepticism.

“If clients are pushing back on rates, the answer isn’t to raise them” and then ask for a discount, Mr. MacEwen said. “The answer is to provide better total value.”

Write to Sara Randazzo at sara.randazzo@wsj.com and Jacqueline Palank at jacqueline.palank@wsj.com

EXHIBIT "C"

LAFFEY MATRIX

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

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

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

* $i_{\frac{1}{2}}$ 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 "D"

QuidelOrtho Corporation adv. Nunez, David

David Nunez • •

Historic Cost

Filing Fee				\$2,212.76
Created: 2/24/2025 at 2:26 PM				\$24.47 ¹⁰⁺
Trialworks TaskCode filing fee	Payee One Legal	Notes Notice filing fees Notice filing fees	Docs  OLINV#06833039 QC 2.22.25.pdf ▾	
Date Incurred 2/22/2025	Description OLINV#06833039 QC 2.22.25			
Filing Fee				\$27.57
Created: 2/5/2025 at 12:48 PM				
Trialworks TaskCode costs	Payee One Legal	Docs  OLINV#06773988 QC 2.3.25.pdf ▾		
Date Incurred 2/3/2025	Description OLINV#06773988 QC 2.3.25			
Postage Cost				\$5.80
Created: 2/5/2025 at 5:57 PM				
Trialworks TaskCode Postage Cost	Date Incurred 1/6/2025	Payee VineSign	Notes Individual Settlement Agreement 1.6.24 to client for review/signature via VineSign Individual Settlement Agreement 1.6.24 to client for review/signature via VineSign	
Filing Fee				\$61.95
Created: 1/15/2025 at 3:26 PM				
Trialworks TaskCode costs	Payee One Legal	Docs  OLINV#06683837 QC 1.3.25.pdf ▾		
Date Incurred 1/3/2025	Description OLINV#06683837 QC 1.3.25			
Filing Fee				\$51.63
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Trialworks TaskCode costs	Payee One Legal	Docs  OLINV#06620413 QC 12.9.24.pdf ▾		
Date Incurred 12/9/2024	Description OLINV#06620413 QC 12.9.24			
Filing Fee				\$51.63
Created: 12/12/2024 at 11:47 AM				
Trialworks TaskCode costs	Payee One Legal	Docs  OLINV#06572306 QC 11.20.24.pdf ▾		
Date Incurred 11/20/2024	Description OLINV#06572306 QC 11.20.24			
Filing Fee				\$22.41
Created: 12/12/2024 at 11:36 AM				
Trialworks TaskCode costs	Payee One Legal	Docs  OLINV#06570087 QC 11.19.24.pdf ▾		
Date Incurred 11/19/2024	Description OLINV#06570087 QC 11.19.24			
Postage Cost				\$5.80
Created: 10/1/2024 at 12:43 PM				
Trialworks TaskCode Postage Cost	Date Incurred 9/17/2024	Payee DocuSign	Notes MOU to client for review/signature via DouSign MOU to client for review/signature via DouSign	
Filing Fee				\$3.00
Created: 5/31/2024 at 11:43 AM				
Trialworks TaskCode filing fee	Payee San Diego Doc Retrieval fee	Docs  Superior Court Payment Receipt Re Quidel 5.31.24.pdf ▾		
Date Incurred 5/31/2024	Description Superior Court Payment Receipt Re Quidel 5.31.24			
Filing Fee				\$18.48
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Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#06072924 QC 5.29.24.pdf ▾		
Date Incurred 5/29/2024	Description OLINV#06072924 QC 5.29.24			
Filing Fee				\$51.48
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Trialworks TaskCode filing fee	Date Incurred 5/23/2024	Payee One Legal	Description OLINV#06060246 QC 5.23.24	

Docs  OLINV#06060246 QC 5.23.24.pdf
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Filing Fee			\$51.48
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Date Incurred 5/21/2024	Description OLINV#06051989 QC 5.21.24		

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Date Incurred 5/17/2024	Description OLINV#06044438 QC 5.17.24		

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Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#05719651 QC 2.7.24.pdf	
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Date Incurred 11/20/2023	Description OLINV#05511219 QC 11.20.23		

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Date Incurred 11/16/2023	Description OLINV#05502018 QC 11.16.23		

Created: 11/13/2023 at 2:54 PM			\$1.20
Trialworks TaskCode Copies	Date Incurred 11/13/2023	Payee Paper Cut	Notes Copies of PI's Ntc of Case Assignment and CMC to mail to Def Copies of PI's Ntc of Case Assignment and CMC to mail to Def

Postage Cost			\$1.74
Created: 11/13/2023 at 2:54 PM			
Trialworks TaskCode Postage Cost	Date Incurred 11/13/2023	Notes PI's Ntc of Case Assignment and CMC to Def via regular mail PI's Ntc of Case Assignment and CMC to Def via regular mail	

Postage Cost

\$5.80

Created: 10/6/2023 at 5:12 PM

Trialworks TaskCode Postage Cost	Date Incurred 10/6/2023	Payee DocuSign	Notes retainer agreement and attorney fee sharing agrmnt	↑ Jump to Top
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