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Attorneys for Plaintiff Janine Mireles, individually and
on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

JANINE MIRELES, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

LODI MEMORIAL HOSPITAL
ASSOCIATION, INC.; ADVENTIST
HEALTH SYSTEM/WEST; and DOES 1
through 25, inclusive

Defendants.

Case No. STK-CV-UOE-2020-0004458
ASSIGNED FOR ALL PURPOSES TO:
The Honorable Erin Guy Castillo
Department 10B

REPRESENTATIVE ACTION

**DECLARATION OF JEFF GERACI
IN SUPPORT OF
MOTION FOR APPROVAL OF
PRIVATE ATTORNEYS' GENERAL ACT
("PAGA") SETTLEMENT**

Date: August 29, 2023
Time: 9:00 a.m.
Dept: 10B
Judge: Hon. Erin Guy Castillo

Complaint filed: June 2, 2020
Trial date: Not set

1 I, Jeff Geraci, declare as follows:

2 1. I am a Partner with the law firm of Cohelan Khoury & Singer, co-counsel of
3 record for Plaintiff Janine Mireles. This Declaration is based on my personal knowledge and if
4 called to testify I could and would competently testify to the matters contained in this
5 Declaration.

6 2. I am a 1990 University of San Diego School of Law graduate, admitted to the
7 California State Bar in 1990. I am admitted to all California state and federal courts. I have
8 provided counseling and representation in all areas of employment law, including wrongful
9 termination, discrimination, harassment, and wage and hour law since 1992. I founded Law
10 Office of Jeff Geraci in 1999 and managed that firm through 2009, when I joined Cohelan
11 Khoury & Singer. I have conducted six jury trials of employment law cases to verdict as sole
12 trial counsel, prevailing in four. My practice has focused solely on litigation of class and
13 representative actions, particularly wage and hour class actions, for the past 12 years. I have
14 drafted amicus letters on a range of issues, primarily for the California Employment Lawyers
15 Association (CELA), supporting publication or depublication of Court of Appeal decisions. I
16 have been primarily responsible for dozens of wage and hour class actions, from drafting the
17 complaint, through discovery, dispositive motions, settlement, and settlement approval.

18 3. I have acted as lead appellate counsel in a dozen matters, including the published
19 employment cases, *McAlindin v. County of San Diego* (1999) 192 F.3d 1226 (9th Cir. 1999)
20 [reversing summary judgment in a disability discrimination case]; *Vaquero v. Ashley Furniture*
21 *Indus.*, 824 F.3d 1150 (9th Cir. 2016) [affirming class certification for sales associates].

22 4. Founding Partner Isam C. Khoury, along with Partner Diana M. Khoury have
23 been selected by their peers based on ethics, experience and reputation as Super Lawyers in
24 Civil Litigation by the Southern California Super Lawyers Magazine for the years 2012 through
25 the present. Michael D. Singer, Managing Partner, was named to the Daily Journal list of Top
26 California Labor and Employment Attorneys in 2012, 2013, and 2018 and selected to the
27 Southern California Super Lawyers in 2010, 2012-2019. Mr. Singer was admitted as a fellow of
28 the College of Labor and Employment Attorneys in 2020.

1 5. Cohelan Khoury & Singer has been certified by the State Bar of California to
2 provide the Mandatory Continuing Legal Education activity entitled “Litigating California Class
3 Actions” and has conducted MCLE certified seminars on this topic. Senior Partner, Timothy D.
4 Cohelan, is the author of Cohelan on California Class Actions (1997-2023, updated annually),
5 part of Thomson Reuters Expert Series updated annually. Michael D. Singer is a contributing
6 author on the CEB publication California Wage and Hour Law: Compliance and Litigation
7 (2010-2022 updated annually), in which he wrote the opening chapter overview on California
8 Wage and Hour laws, including the public policy underpinnings for those laws, and the Private
9 Attorneys General Act (PAGA) Claim chapter. He is also a contributing author to the CEB
10 Practitioner (2020), including guidelines for oral argument and forms for PAGA litigation. Mr.
11 Singer has served as a columnist for the California State Bar, Litigation Section on wage and
12 hour litigation and has contributed articles on wage and hour and class action issues through the
13 years to numerous California publications.

14 6. Prior to COVID, Mr. Singer typically lectured several times per year for
15 continuing education courses on wage and hour and class action issues at events in San Diego,
16 Orange County, Los Angeles, and San Francisco. For over twelve years, Mr. Singer has served
17 as wage and hour amicus co-chair and liaison for the California Employment Lawyers
18 Association, drafting, reviewing, and coordinating amicus filings on wage and hour issues in the
19 California Supreme Court and Courts of Appeal. He has been engaged in the practice of labor
20 and employment law since 2000, handling well over 300 wage and hour class and PAGA
21 actions and several individual labor cases. He has litigated several types of employment actions,
22 including complex ERISA employee welfare benefit plan cases, as well as wage and hour class
23 actions before Federal and State Courts in California. In 2014, Mr. Singer tried a wage and hour
24 class action involving claims for illegally deducted wages and unreimbursed expenses. *Dilts v*
25 *Penske Logistics LLC, Inc.* Mr. Singer successfully appealed the trial court ruling in *Dilts*
26 finding state laws preempted by the FAAAA for truck drivers.

27 7. As a part of our overall firm philosophy lawyers perform community service and
28 pro bono work. Firm volunteer work includes service through the Legal Aid at Work, San

Diego Volunteer Lawyer Program, the San Diego County Bar Foundation and Consumer Attorneys of San Diego. I am a past recipient of the Wiley W. Manuel Award for Pro Bono Service. Mr. Singer has served on the Legal Aid at Work Board of Directors since 2011. Mr. Cohelan served as the Chair of the San Diego Volunteer Lawyers Program from 2015-2018, and currently sits on the Board as past Chair. He completed 24 years of volunteer judicial service as a Judge Pro Tem of the San Diego Superior Court. Since admission to the California Bar, Partner Diana M. Khoury has been a member of the San Diego County Bar Association, Consumer Attorneys of San Diego, Consumer Attorneys of California, and American Association for Justice serving and chairing various committees through the years for these organizations. For six years from 2010 through 2015, Ms. Khoury served on the Board of Directors for Consumer Attorneys of San Diego. Since 2013, Ms. Khoury actively serves on the Board of Directors for the San Diego County Bar Foundation, the 501(c)(3) charitable arm of the San Diego County Bar Association providing access to justice to the underserved and impoverished in the San Diego County region. Our firm's recent pro bono victories include a settlement which prohibits the City of San Diego from targeting homeless people for illegal lodging tickets under Penal Code Section 467(j). (*Spencer v. City of San Diego*, USDC Case No 04CV-2314 BEN (WMC).) The *Spencer* settlement had the effect of increasing the number of available shelter beds in San Diego.

8. Cohelan Khoury & Singer has been certified Class Counsel in the following contested proceedings: *Aguilar v. Atlantic Richfield, et al.*, San Diego County Superior Court Case No. 00700810; *Andino v. Kaiser Foundation Hospitals*, Alameda County Superior Court Case No. RG11580548; *Arellano, et al. v. Container Connection of Southern California, Inc.*, Los Angeles County Superior Court Case No. BC500675; *BANK OF AMERICA WAGE AND HOUR EMPLOYMENT PRACTICES LITIGATION*, United States District Court, District of Kansas MDL Case No. 2138 (FLSA Condition Certification); *Czuchaj v. Conair Corporation*, United States District Court, Southern District of California Case No. 13CV1901; *Dilts, et al. v. Penske Logistics, L.L.C., et al.*, United States District Court, Southern District of California Case No. 08CV0318; *Englert, et al. v. AT&T Wireless Services, Inc., et al.*, Circuit Court of the

1 Second Circuit, State of Hawaii Case No. 02-1-0074; *Evans v. Washington Mutual Bank*,
2 Orange County Superior Court Case No. 02CC15415; *Filion v. Ethan Allen Retail Inc.*, United
3 States District Court, Southern District of California Case No. 05CV2340; *Gerard v. Les*
4 *Schwab Tire Centers of California, Inc.*, Sacramento County Superior Court Case No. 2007-
5 30000003; *Grana, et al. v. PICO Enterprises, Inc. dba Phyle Inventory Control Specialist and*
6 *PICS L.A.S.C.* Case No. BC472891; *Gutierrez v. Save Mart Supermarkets* San Mateo Superior
7 Case No. CIV530955; *Wilcox v Albertsons*, San Diego County Superior Court Case No.
8 GIC833922; *Gonzalez, et al. v. Freedom Communications, Inc. d/b/a The Orange County*
9 *Register*, Orange County Superior Court Case No. 03CC08756; *Graham, et al. v. Overland*
10 *Solutions, Inc.*, United States District Court, Southern District of California Case No.
11 10CV0672 (FLSA Conditional Certification); *Hicks v. Kaufman and Broad Home Corp.*, Los
12 Angeles County Superior Court Case No. B198414; *Hohnbaum, et al. v. Brinker Restaurant*
13 *Corporation, et al.*, San Diego County Superior Court Case No. GIC834348; *KEMP, et al. v.*
14 *CSEA, et al.*, Circuit Court of the First Circuit, State of Hawaii Case No. 98-3815-08; *LIBERTY*
15 *MUTUAL OVERTIME CASES*, Los Angeles County Superior Court Case No. JCCP 4234;
16 *Mitchell, et al. v. Acosta, Inc., dba Acosta Sales and Marketing Company*, United States District
17 Court, Central District of California Case No.11CV07196 (FLSA Conditional Certification);
18 *Santana v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No.
19 37-2014-00022411; *Schaffer v. Rady Children's Hospital-San Diego*, San Diego County
20 Superior Court Case No. 337-2015-00022978; *Schneider, et al. v. Catholic Healthcare West*,
21 San Francisco County Superior Court Case No. CGC-10-506243; *Salucci v. Amada Senior*
22 *Care, Inc.*, Orange County Superior Court Case No. 37-2015-00778081; *Smith v. California*
23 *Pizza Kitchen*, San Diego County Superior Court Case No. 37-2008-00083992; *STEROID*
24 *HORMONE PRODUCT CASES*, Los Angeles County Superior Court Case No. JCCP 4363;
25 *Stevenson Aibangbee v. Victoria Apartments, et al.*, Los Angeles County Superior Court Case
26 No. BC299498; *Swift v. Liebert Corp.*, Orange County Superior Court Case No. 00CC04588;
27 *Sylvia, et al. v. Wells Fargo Home Mortgage, Inc.*, Orange County Superior Court Case No.
28 03CC05747; *Vaquero v. Ashley Furniture Industries, Inc., et al.*, United States District Court,

Central District of California Case No. 12CV8590; *Vaquero v. Stoneledge Furniture LLC*, Los Angeles County Superior Court Case No. BC522676; *Vazquez v. Kraft Heinz Foods Company*, Unites States District Court, Southern District of California Case No. 16-CV-02749; *Watson v. Raytheon Company*, United States District Court, Southern District of California Case No. 1OCV0634; and *Weigele v. FedEx Ground Package System, Inc.*, United States District Court, Southern District of California Case No. 06CV1330, among others, as well as being appointed Class Counsel in connection with well over 300 class action settlements.

9. As Class and PAGA Representative Counsel, Cohelan Khoury & Singer has actively commenced, prosecuted and concluded numerous state and federal class and representative actions. Since 2016, Cohelan Khoury & Singer has played a central role in the resolution of hundreds of such cases, including the following, which have received court approval: (a) *Arellano, et al. v. Container Connection of Southern California, Inc.*, Los Angeles County Superior Court, Case No. BC500675, Hon. Anne I. Jones; (b) *Castro v. Home Depot U.S.A., Inc.*, Los Angeles County Superior Court, Case No. BC577885, Hon. Elihu M. Berle; (c) *Czuchaj v. Conair Corporation*, United States District Court, Southern District of California, Case No. 13-CV-1901 BEN, Hon. Roger T. Benitez; (d) *Gardiner v. TSYs*, United States District Court, Central District of California, Case No. 18-cv-00415, Hon. David O. Carter; (e) *Grana v. PICO Enterprises, Inc.*, Los Angeles County Superior Court, Case No. BC472891, Hon. Stephanie M. Bowick; (f) *Gutierrez v. Save Mart Supermarkets*, San Mateo County Superior Court, Case No. CIV530955, Hon. Marie S. Weiner; (g) *Hernandez v. Workforce Enterprises WFE, Inc.*, Los Angeles County Superior Court Case No. BC590913, Hon. Elihu M. Berle; (h) *Hicks v. Poway Academy of Hair Design, Inc.*, San Diego County Superior Court, Case No. 2014-00026517, Hon. Ronald L. Styn; (i) *Hubbard v. Caliber Home Loans, Inc.*, Orange County Superior Court, Case No. 2018-01017838; (j) *Klein v. Loomis Armored US, LLC*, San Bernardino County Superior Court, Case No. CIVDS1704547, Hon. David Cohn; (k) *Laureano v. The Art of Shaving*, Los Angeles County Superior Court, Case No. BC550093, Hon. Amy D. Hogue; (l) *Lopez, et al. v. Management & Training Corporation, et al.*, United States District Court, Southern District of California, Case No. 17-CV-010624 JM, Hon. Jeffrey

1 T. Miller; (m) *Magdaleno v. Shelly Automotive, LLC*, Orange County Superior Court Case No.
2 2013-0043958, Hon. Kim. G. Dunning; (n) *McGrath, et al. v. Wyndham Resort Development*
3 *Corporation, et al.*, United States District Court, Southern District of California, Case. No. 15-
4 CV-1631 JM, Hon. Jeffrey T. Miller; (o) *Mena v. Wolfgang Puck Catering*, Los Angeles
5 County Superior Court Case No. BC582743, Hon. John Shepard Wiley, Jr.; (p) *Morales v. The*
6 *Los Angeles Country Club*, Los Angeles County Superior Court, Case No. BC566493, Hon.
7 William F. Highberger; (q) *Nijmeh v. Bon Appetit Management Company, Inc.*, Santa Clara
8 County Superior Court, Case No. 16CV294127, Hon. Thomas E. Kuhnle; (r) *Plascencia v.*
9 *Aramark Services, Inc.*, Santa Clara County Superior Court, Case No. 2015-1-CV-288310, Hon.
10 Brian C. Walsh; (s) *Plimpton v. Gordon Trucking, Inc.*, San Bernardino County Superior Court,
11 Case No. CIV-DS-1511918, Hon. Donald Alvarez; (t) *Raya v. Amazon*, USDC, Northern
12 District of California, Case No. 15-CV-02005 MMC, Hon. Maxine M. Chesney; (u) *Rivas v.*
13 *ESA Management*, USDC, Central District of California, Case No. 14-CV-5767, Hon. Dale S.
14 Fischer; (v) *Rodriguez v Healthcare Partner Medical Group, Inc.*, Los Angeles County
15 Superior Court, Case No. BC541313, Hon. Kenneth Freeman; (w) *Ryan v. Dignity Health*,
16 Sacramento County Superior Court Case No. 2013-00147371, Honorable Alan G. Perkins; (x)
17 *Santana v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No.
18 37-2014-00022411, Hon. Joel R. Wohlfeil; (y) *Schaffer v. Rady Children's Hospital-San Diego*,
19 San Diego County Superior Court Case No. 337-2015-00022978; Hon. Joel R. Wohlfeil; (z)
20 *Schneider v. Catholic Healthcare West*, San Francisco County Superior Court, Case No. CGC-
21 10-506243, Hon. Angela Bradstreet; (aa) *Schwartz v Bank of the West*, San Francisco County
22 Superior Court, Case No. CGC-14-538955, Hon. Harold E. Kahn; (bb) *Syed v. M.I. Swaco*,
23 USDC, Eastern District of California, Case No. 12-CV-01718 DAD, Hon. Dale A. Drozd; (cc)
24 *Vaquero, et al. v. Stoneledge Furniture, LLC*, Los Angeles County Superior Court Case No.
25 BC522676, Hon. Elihu M. Berle; (dd) *Vazquez v. Kraft Heinz Foods Company*, USDC,
26 Southern District of California Case No. 16-CV-02749, Hon. William Q. Hayes; (ee) *Walsh v.*
27 *Cedars-Sinai Medical Center*, Los Angeles County Superior Court Case No. BC487290, Hon.
28 William F. Highberger; among others.

1 10. On behalf of the State of California, Plaintiff Janine Mireles brought a Private
2 Attorneys' General Act ("PAGA") action for aggrieved employees ("PAGA Settlement
3 Members") of Lodi Memorial Hospital Association, Inc. and Adventist Health System/West
4 ("Defendants") based on their alleged failure to: pay all wages earned by allowing off-the-clock
5 work; use all compensation to determine the regular rate of pay and pay all overtime wages;
6 provide all rest and meal periods; and reimburse for purchase of scrubs and use of personal cell
7 phones. Plaintiff seeks Court approval of a \$1,500,000 non-reversionary settlement.

8 **PARTIES AND AGGRIEVED EMPLOYEES**

9 11. Lodi Memorial Hospital opened in 1952, grew steadily, and affiliated with
10 Adventist Health in 2015. Lodi operates five primary care medical practices, a free outreach
11 clinic, and ten specialty medical practices.

12 12. Plaintiff Janine Mireles worked as a non-exempt Medical Assistant from
13 September 24, 2018, until March 26, 2020. Aggrieved employees worked in non-exempt
14 clinical positions, in the Hospital and in 19 clinics, with responsibility for direct patient care or
15 supporting that care, including Medical Assistants, RNs, LVNs, technicians, and others, from
16 May 16, 2019 to June 24, 2023 ("PAGA Settlement Members," "PAGA Period").

17 **PROCEDURAL HISTORY**

18 13. Plaintiff gave notice of her claims, alleging Defendant failed to pay her and other
19 aggrieved employees for all time worked, failed to provide meal and rest periods, failed to
20 reimburse all business expenses, and derivative claims, to the Labor and Workforce
21 Development Agency ("LWDA") on May 16, 2020, and the LWDA declined to investigate.
22 Plaintiff initially filed a class action lawsuit and amended to add PAGA claims. Defendants
23 later produced an arbitration agreement and class action waiver and on September 16, 2020,
24 Plaintiff determined the class action causes of action could not proceed and they were
25 dismissed, leaving only PAGA claims.

26 14. The Parties exchanged written discovery and Plaintiff filed motions to compel.
27 The Court did not rule on the motions, but appointed a discovery referee. After additional and
28 extensive meet and confer efforts, Defendants supplemented their responses and a referee was

1 not retained.

2 15. In November 2022, the Parties agreed to mediate and Defendants produced all
3 relevant policies during the PAGA Period, meal periods waivers and “attestations” of receipt of
4 rest and meal periods, and 100% of time data through February 10, 2023, and earnings data
5 through March 4, 2023. Plaintiff retained a consultant to analyze the data and prepare a model
6 which extrapolated penalties through the date of mediation. Plaintiff also surveyed a randomly
7 selected one-third of PAGA Settlement Members, with a 12.5% response rate, which informed
8 Plaintiff’s damage analysis at mediation.

9 **CONTENTIONS AND DEFENSES**

10 16. Plaintiff contended PAGA Settlement Members worked off-the-clock to meet
11 patient demands created by the Covid-19 pandemic and deal with the backlog after it began to
12 subside. Lodi produced written policies prohibiting work while not clocked in and describing
13 how employees could seek authorization before and after working at non-scheduled times. Lodi
14 also argued it was not as impacted as many health care systems by the pandemic. Lodi also
15 argued claims for off-the-clock work would require an inquiry into every employee’s
16 experience and make a PAGA trial unmanageable.

17 17. Plaintiff contended Lodi failed to provide all meal periods as a result of patient
18 demands and, for a period of time, Lodi had a type of “auto-deduct” policy, so whenever an
19 employee clocked out for a meal, 30 minutes was deducted, whether the employee left to
20 respond to patient needs, returned to work for other reasons, or was interrupted. Lodi contended
21 it did not use an “auto deduct” system, and for the limited time a system was in place using a
22 30-minute default. Lodi produced evidence showing an employee could override the system to
23 manually enter the actual meal period, some employees did this, and meal period premiums
24 were paid, including to Plaintiff.

25 18. Plaintiff contended Lodi did not authorize and permit all rest breaks. Lodi
26 offered evidence of compliant rest period policies, and produced evidence showing an unusually
27 high number of premium payments specifically for missed rest periods.

28 ///

20. Lodi contended it did not require unique scrubs, but only generic scrubs, which could be used at any hospital, and which did not require reimbursement. Plaintiff confirmed this before mediation. Lodi contended cell phone use is unnecessary for PAGA Members to perform their duties and that other means existed for work-related communication, and procedures existed to request reimbursement if cell phone use was necessary. Plaintiff confirmed most employees had access to phones which arguably made personal cell phone use unnecessary.

21. On April 24, 2023, the Parties mediated with experienced class and PAGA mediator Deborah Crandall Saxe, Esq. Settlement was not reached that day, but the Parties accepted a mediator's proposal on May 3, 2023, and a term sheet was signed. A detailed written agreement was signed in July 2023. Attached as **Exhibit 1** is true and correct copy Settlement Agreement and Release of PAGA Claims ("Settlement Agreement" or "SA").

22. PAGA penalties are allocated 75% (\$702,078.75) to the LWDA and 25% (\$234,026.25) to aggrieved employees based on the number Pay Periods worked during the PAGA Period. With an estimated 78,750 Pay Periods worked by all PAGA Settlement Members, each would receive an estimated \$123 ($\$234,026/1,900 = \123.17) (\$233,176/78,750).

23. If the “escalator” clause is triggered, Counsel will file a declaration before the approval hearing explaining the result.

24. Lodi will provide contact information to the Claims Administrator, Xpand Legal (“Xpand”), who will mail PAGA Settlement Members a cover letter explaining the settlement, the basis for the payment, and a check for that amount. Attached as **Exhibit 2** is a true and correct copy of the Administration Bid. Attached as **Exhibit 3** is a true and correct copy of the agreed-upon cover letter to be sent to PAGA Settlement Members with their payments.

REASONABLENESS OF SETTLEMENT

25. Plaintiff's counsel considered the risks of summary judgment, trial, appeal and, if successful, the risk penalties would be severely reduced.

26. A review of time records showed facial meal period violations in about 9% of shifts and 22.9% of pay periods for maximum penalties of \$1,803,375 (78,750 pp x .229 x \$100). Plaintiff believed there was no greater than a 50% probability of prevailing for maximum penalties of \$901,688.

27. Plaintiff concluded it would be difficult to prove rest period violations, and the claim was likely to be found unmanageable, as Lodi had compliant rest period policies, no records exist, and Lodi paid more rest period premiums than meal period premiums, something Counsel has not seen in any other case. Plaintiff believed there was no greater than a 10% probability of prevailing for maximum penalties of \$787,500 (78,750 x \$100).

28. Plaintiff concluded proof of off-the-clock violations could be found unmanageable, as Lodi had policies prohibiting such work, no records could be used, and many employees reported no work while not clocked in. Plaintiff believed there was no greater than a 10% probability of prevailing for maximum penalties of \$787,500 (78,750 x \$100).

29. Less than half of employees reported quite limited cell phone use, despite Defendants' prohibition against it. For many positions, in clinics for example, all employees had access to phones, making it difficult to argue cell phone use was required. It was assumed 10% of employees incurred reasonable cell phone expenses, which could have reasonably been reimbursed quarterly, or in 1,575 pay periods, for maximum penalties of \$157,500.

30. A single penalty for final wages was calculated for each of an estimated 950 former employees, for exposure of \$95,000 (950 x \$100).

31. The wage statement claim was completely derivative of the wage and meal and rest claims and maximum penalties were believed to be no more than \$787,500 (78,750 x \$100).

32. After considering the risk the scope of the action could be limited, liability may not be proven, and penalties, if awarded, could be substantially reduced in post-trial motions, or on appeal, Plaintiff assessed Lodi' realistic exposure as 50% of maximum exposure, or

1 \$2,266,282 (\$4,532,563 x .50).

2 33. The proposed \$1,500,000 settlement represents over 66% of Plaintiffs' Counsel's
3 assessment of the realistic maximum penalties that may have been obtained through lengthy,
4 expensive, risky litigation, ($\$1,500,000/\$2,266,282 = .661$), and 33 % of the realistic maximum
5 penalties ($\$1,500,000/\$4,532,563 = .33$). The settlement amount is reasonable, fulfills the
6 purpose of PAGA and provides a substantial amount to the LWDA for education and
7 enforcement.

8 34. The settlement was reached after extensive formal and informal discovery and
9 review and analysis of all relevant policies, and expert analysis of time and pay records. Taking
10 all factors into consideration, Plaintiff's Counsel concluded the settlement is more than "fair,
11 reasonable, and adequate," and avoids the risk, after extended litigation, there could be little or
12 no recovery.

13 **ATTORNEYS' FEES AND COSTS**

14 35. Plaintiff's Counsel requests \$525,000 in attorneys' fees, 35% of the Gross
15 Settlement Amount, and \$21,600 in actual litigation costs. (The Agreement allows up to
16 \$25,000 in costs.) Counsel expended 534.4 hours, a \$360,605 lodestar. Attached as **Exhibit 4** is
17 a true and correct copy of the Summary of Plaintiff's Counsel's Time & Costs; **Exhibit 5** is a
18 true and correct copy of Cohelan Khoury & Singer's Itemization of Costs.

19 36. Plaintiff's Counsel's request for slightly over one-third percent of the common
20 fund created falls in the mid-range of fee percentage awards which commonly range from 20%
21 to 50% of a common fund. The requested sum constitutes fair compensation for undertaking
22 complex, risky, expensive, and time-consuming litigation on a contingent basis for three years,
23 and for the results achieved for the State and the aggrieved employees.

24 37. Since 2018, Cohelan Khoury & Singer has been awarded one-third of a common
25 fund, in many class and representative action settlements, including:

26 a) *McGrath v. Wyndham*, USDC Southern District of California, Case No. 15-CV-
27 1631 JM (Hon. Jeffrey T. Miller fees of 33-1/3% of \$7,250,000 in pre-certification wage and
28 hour class action).

b) *Arellano v. Container Connection*, Los Angeles County Superior Court, Case No. BC500675 (Hon. Ann I. Jones – approving attorneys’ fees of 33-1/3% of \$1,625,000 in a certified wage and hour class action).

c) *Nijmeh v. Bon Appetit*, Santa Clara County Superior Court, Case No. 16CV294127 (Hon. Thomas E. Kuhnle – approving attorneys’ fees of 33-1/3% of \$1,350,000 in a pre-certification wage and hour class action).

d) *Vaquero v. Stoneledge*, Los Angeles County Superior Court, Case No. BC522676 (Hon. Elihu M. Berle –attorneys’ fees of 33-1/3% of \$3,900,000 in certified wage and hour class action).

e) *Gutierrez v. Save Mart Supermarkets*, San Mateo County Superior Court, Case No CIV530955 (Hon. Marie S. Weiner – approving attorneys’ fees of 33-1/3% of \$5,000,000 in a certified wage and hour class action);

f) *Hernandez v. Workforce Enterprises WFE, Inc.*, Los Angeles County Superior Court, Case No. BC590913 (Hon. Elihu M. Berle – approving attorneys’ fees of 33-1/3% of \$778,000 in a pre-certification wage and hour class action).

g) *Ramos v. Home Depot U.S.A., Inc.*, Alameda County Superior Court, Case No. RG15797737 (Hon. Ioana Petrou – approving attorneys’ fees of 33-1/3% of \$2,600,000 in a PAGA action).

h) *Klein v. Loomis*, San Bernardino Superior Court, Case No. CIVDS1704547 (Hon. David Cohn –attorneys’ fees of 33-1/3% of \$1,014,000, pre-certification wage and hour class action).

i) *Gutierrez v. Southern Counties Oil*, San Diego County Superior Court, Case No. 2017-00040850 (Hon. Ronald F. Frazier – approving attorneys’ fees of 33-1/3% of \$1,912,500 in a pre-certification wage and hour class action).

j) *Lawson v. Staples*, Los Angeles County Superior Court, Case No. BC542237 (Hon. Kenneth R. Freeman – approving attorneys’ fees of 33-1/3% of \$175,000 in a pre-certification wage and hour class action).

k) *Hanson v. Leisure Sports, Inc.*, Contra Costa County Superior Court, Case No. MSC17-00078 (Hon. Edward G. Weil – approving attorneys’ fees of 33-1/3% of \$600,000 in a pre-certification wage and hour class action).

l) *Horton v. Neostrata Company Inc., et al.*, USDC Southern District of California, Case No. 16-CV-2189 JLB (Hon. Anthony J. Battaglia – approving attorneys’ fees of 33-1/3% of \$355,000 in a pre-certification wage and hour class action).

m) *Schaffer v. Rady Children’s Hosptial – San Diego, et al.*, San Diego County Superior Court, Case No. 2015-00022978 (Hon. Joel R. Wohlfeil – approving attorneys’ fees of 33-1/3% of \$12,500,000 in a certified wage and hour class action).

n) *Hubbard v. Caliber Home Loans, Inc.*, Orange County Superior Court, Case No. 2018-01017838 (Hon. Glenda Sanders – approving attorneys’ fees of 33-1/3% of \$175,000 settlement in a PAGA action).

o) *Redin v. Accountabilities Professional Group, Et al.*, Orange County Superior Court, Case No. 2017-00929734 (Hon. Glenda Sanders –attorneys’ fees of 33-1/3% of \$255,000 settlement in Class action).

1 p) *White v. Sacramento Regional Transit District*, Sacramento County Superior
2 Court, Case No. 234-2018-00240461 (Hon. David D. Alba –attorneys’ fees of 33-1/3% of
\$385,000 settlement in Class action).

3 q) *Burris v. Resort Vacations, Inc.*, Orange County Superior Court, Case No. 30-
4 2018-00997260 (Hon. Randall J. Sherman –attorneys’ fees of 33-1/3% of \$1,485,000 settlement
in Class action).

5 r) *Jimenez v. Reyes Holdings, LLC, et al.*, San Diego County Superior Court, Case
6 No. 37-2019-00051577 (Hon. Joel R. Wohfeil –attorneys’ fees of 33-1/3% of \$650,000
settlement in Class and Representative action).

7 s) *Santos, et al. v. National General Management Corp.*, San Bernardino County
8 Superior Court, Case No. CIVDS 1918865 (Hon. David Cohn –attorneys’ fees of 33-1/3% of
\$680,000 settlement in PAGA action).

9 t) *Loreto v. General Dynamics Information Technology, Inc.*, USDC Southern
10 District of California, Case No. 3:19-cv-01366-GPC-MSB (Hon. Gonzalo P. Curiel –attorneys’
fees of 33-1/3% of \$900,000 settlement in a pre-certification wage and hour class action).

11 u) *Romanov v. Amazon Services LLC.*, USDC Central District of California, Case
12 No. 2:20-cv-02692-SB-KS (Hon. Stanley Blumenfeld, Jr. – approving attorneys’ fees of 33-
1/3% of \$700,000 settlement in a pre-certification wage and hour class action).

13 v) *Olson v. Wrike, Inc.*, Santa Clara County Superior Court, Case No. 20CV366599
14 (Hon. Patricia M. Lucas – approving attorneys’ fees of 33-1/3% of \$2,000,000 settlement in a
pre-certification wage and hour class action).

15 w) *Gutierrez v. Kite Electric Incorporated*, Orange County Superior Court, Case
16 No. 30-2020-01133960 (Hon. Peter J. Wilson – approving attorneys’ fees of 33-1/3% of
\$458,991 settlement in a pre-certification wage and hour class action).

17 x) *Ramos Gonzalez v. Staff Pro, LLC, et al.*, San Diego County Superior Court,
18 Case No. 37-2019-00044561 (Hon. Joel R. Wohfeil –attorneys’ fees of 33-1/3% of \$1,500,000
settlement in Class and Representative action).

19 y) *Gutierrez v. Kite Electric Incorporated*, Orange County Superior Court, Case
20 No. 30-2020-01133960 (Hon. Peter J. Wilson – approving attorneys’ fees of 33-1/3% of
\$458,991 settlement in a pre-certification wage and hour class action).

21 z) *Dolan v. Abacus Data Systems, Inc.*, San Diego County Superior Court, Case No.
22 37-2019-00051447 (Hon. Katherine Bacal –attorneys’ fees of 33-1/3% of \$600,000 settlement
in Class and Representative action).

23 aa) *Lopez, et al. v. Pacific Gas and Electric Company.*, San Francisco County
24 Superior Court, Case No. CGC-17-562970 (Hon. Richard B. Ulmer, Jr. –attorneys’ fees of 33-
1/3% of \$350,000 settlement in Class and Representative action).

25 bb) *Popal v. Wells Fargo Bank, National Associate*, San Diego County Superior
26 Court, Case No. 37-2020-00038101 (Hon. Gregory W. Pollack –attorneys’ fees of 33-1/3% of
27 \$3,000,000 settlement in Class and Representative action).

28 cc) *De Benning v. Costco Wholesale Corporation*, Sacramento County Superior
Court, Case No. 34-2021-00309030 (Hon. Gregory W. Pollack –attorneys’ fees of 33-1/3% of

1 \$9,000,000 settlement in Class and Representative action).

2 38. The hours expended were reasonable in light of the complexity and duration of
3 the litigation, and Counsel's fees, if the lodestar method were used, represent a represent a 1.46
4 multiplier. ($\$525,000/\$360,605 = 1.459$.)

5 39. If this were non-representative litigation, the customary fee would be a
6 contingent percentage basis in the range of one-third to 40% of recovery. Plaintiff's Counsel's
7 fee request is in line with, if not lower than, awards in similar cases. This also supports the
8 request.

9 40. Unlike Defense counsel, who are regularly paid a fair-market hourly rate,
10 Plaintiff's Counsel received no compensation, and no reimbursement of expenses, since the case
11 began. The contingent representation, and risks of the litigation, fully warrant approval of the
12 fee request.

13 41. Based on my experience, the experience of my firm, and my research, Plaintiff's
14 Counsel's skill and experience support their hourly rates and are in line with rates typically
15 approved in California wage and hour class actions.

16 42. Cohelan Khoury & Singer's practice is limited to litigating class and
17 representative actions on behalf of employees and consumers, and has been appointed Class
18 and/or Representative Counsel or co-Class and/or Representative Counsel in over 300 such
19 cases.

20 43. Further, Plaintiff's Counsel's rates (Cohelan Khoury & Singer: Founding
21 Partner, Isam C. Khoury - \$925; Managing Partner, Michael D. Singer - \$925; Partner, Jeff
22 Geraci - \$850; Former Partner, J. Jason Hill - \$700; Associate, Rosemary C. Khoury, \$500) are
23 warranted based on their years of experience in a highly specialized area of law and is line with
24 those typically approved in wage-and hour class action litigation in California. Attached as
25 **Exhibit 6** is a true and correct copy of the 2014 National Law Journal Billing Survey.

26 44. Counsel seeks reimbursement of actual costs of \$21,600. These costs were
27 reasonable and necessary to prosecute this case.

28 ///

SERVICE PAYMENT AND SETTLEMENT OF INDIVIDUAL CLAIMS

45. Although not specifically provided for by PAGA, trial courts have routinely awarded service payments or enhancements to PAGA plaintiffs using standards similar to those applied to class action plaintiffs. Courts have made awards to plaintiff based on executing a general release. Both apply here.

46. Lodi's arbitration agreement prevented Plaintiff from bringing individual damages claims in court.

47. Plaintiff released all claims, and waived Civil Code section 1542, in exchange for \$7,500. Ms. Mireles was employed as a Medical Assistant for a year and a half, and also served as an interpreter. She was terminated and believed she had individual claims. As with the representative PAGA claims, Lodi strongly denies the merits of the individual claims, asserted credible defenses, and resolved the claims only to buy peace and avoid the inconvenience and expense of arbitration.

48. Subject to the usual litigation risks, the settlement amount is less than what may have reasonably been obtained in arbitration if successful. If considered only as a payment for a general release of claims, no part of the payment is consideration for agreeing to settlement of PAGA claims. Counsel is taking no fees or costs from the \$7,500 payment.

49. On the same date this motion and its supporting documents and exhibits are filed with the Court, they will be served upon Defendant and provided to the LWDA via the LWDA's website, using the appropriate intake form. Attached as **Exhibit 7** is a true and correct copy of the LWDA confirmation of Receipt.

I declare under the penalty of perjury under the laws of the State of California the foregoing is true and correct and this declaration is executed July 31, 2023, in San Diego, California.



Jeff Geraci

EXHIBIT 1

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(Additional Counsel on Following Page)

Attorneys for Defendants

LODI MEMORIAL HOSPITAL ASSOCIATION, INC.

AND ADVENTIST HEALTH SYSTEM/WEST

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN

JANINE MIRELES, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

LODI MEMORIAL HOSPITAL ASSOCIATION,
INC.; ADVENTIST HEALTH SYSTEM/WEST,
and DOES 1 through 25,

Defendants.

Case No. STK-CV-UOE-2020-0004458

**SETTLEMENT AGREEMENT AND
RELEASE OF PAGA CLAIMS**

Trial Date: None Set

Complaint Filed: 6/2/2020

FAC Filed: 7/21/20

1 **LEBE LAW, APLC**

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18 Plaintiff Janine Mireles, on the one hand, and Defendants Lodi Memorial Hospital Association,
19 Inc. and Adventist Health System/West, on the other hand, stipulate as follows:

20 **SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS**

21 Plaintiff Janine Mireles, individually and in her capacity as a representative of the State of
22 California on behalf of other aggrieved employees, and Defendants Lodi Memorial Hospital
23 Association, Inc. and Adventist Health System/West, hereby enter into this Settlement Agreement and
24 Release of Private Attorneys General Act of 2004 Claims (“**Settlement**”) as follows:

25 **I. DEFINITIONS**

26 As used in this Settlement, the following terms shall have the following meanings:

27 1. “**Action**” shall mean the civil action entitled *Janine Mireles v. Lodi Memorial Hospital*
28 *Association, Inc. and Adventist Health System/West*, filed in the Superior Court for the County of San
Joaquin on or about June 2, 2020, designated as Case No. STK-CV-UOE-2020-0004458.

2. “**Days**” shall mean calendar days.

3. “**Defendants**” shall mean Lodi Memorial Hospital Association, Inc. and Adventist
Health System/West.

4. “**Defense Counsel**” refers to Seyfarth Shaw LLP.

5. **“Effective Date”** refers to the date upon which both of the following have occurred: (i) approval of the Settlement is granted by the Superior Court of California for the County of San Joaquin, or other court assuming jurisdiction of this matter; and (ii) the Court’s Judgment approving the Settlement becomes Final. Final shall mean the latest of: (i) if there is no objection to the Settlement, the day the Notice of Entry of Judgment is filed and served; (ii) if there is an appeal of the Court’s Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court, or (iii) if a petition for the writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition.

6. **“LWDA”** refers to the California Labor & Workforce Development Agency.

7. **“PAGA”** refers to the Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*

8. **“PAGA Period”** shall mean May 16, 2019 to the earlier of June 24, 2023 or the date of approval of this Settlement.

9. **“PAGA Settlement Members”** shall mean all individuals employed in California by Defendants, or either of them, as non-exempt clinical employees at any time during the PAGA Period.

10. **“Plaintiff”** refers to Janine Mireles individually and in her capacity as a representative of the State of California on behalf of other aggrieved employees.

11. **“Plaintiff’s Counsel”** refers to the law firms of Cohelan Khoury & Singer and Lebe Law, APLC.

12. **“Parties”** collectively refers to Plaintiff and Defendants.

13. **“Release of Claims”** shall mean, upon Court approval of this settlement, Plaintiff is releasing Defendants and the Released Parties from any and all claims she has or may have against them, or any of them, including a waiver of any and all provisions of California Civil Code § 1542.

14. **“Released Parties”** shall mean Defendants and all of their past and present parents, subsidiaries, affiliates, predecessors, related entities, and all of their respective current or former employees, officers, directors, owners (whether direct or indirect), general partners, limited partners, trustees, representatives, shareholders, stockholders, members, successors, assigns, and agents.

1 15. **“Settlement Administrator”** refers to a qualified, third-party settlement administrator
2 mutually selected by the Parties to administer the terms of the Settlement.

3 **II. RECITALS**

4 1. On May 16, 2020, Plaintiff’s Counsel sent a letter to the LWDA on behalf of Plaintiff, in
5 compliance with California Labor Code section 2699.3. Plaintiff seeks to represent herself and all
6 PAGA Settlement Members. More than 65 days passed after the letter was sent to the LWDA, and the
7 LWDA did not indicate that it intended to investigate the alleged violations referenced in the letter.

8 2. On June 2, 2020, Plaintiff filed a class action complaint in San Joaquin County Superior
9 Court, Case No. STK-CV-UOE-2020-0004458, asserting numerous claims for wage and hour violations
10 against Lodi Memorial Hospital Association, Inc. and Adventist Health System/West, and DOES 1
11 through 25, inclusive.

12 3. On July 21, 2020, Plaintiff filed an amended class action complaint to additionally assert
13 a claim under PAGA, Labor Code sections 2698 *et seq.*

14 4. On September 16, 2020, Plaintiff filed a dismissal of her class claims, leaving only a
15 PAGA claim.

16 5. Counsel for all Parties have thoroughly investigated the facts relating to the claims
17 alleged in this Action, and have made a thorough study of the legal principles applicable to the claims
18 asserted against Defendants. Based on their investigation and evaluation of this case, Plaintiff’s Counsel
19 have concluded that the settlement is fair, reasonable, and adequate in light of all known facts and
20 circumstances, including the defenses asserted by Defendants, potential adverse findings regarding
21 liability, and numerous potential appellate issues.

22 6. Defendants deny, and continue to deny, each and every claim and contention alleged in
23 the Action, and have always maintained that they never engaged in any unlawful acts regarding any of
24 the matters alleged in the Action.

25 **NOW, THEREFORE,** in consideration of the mutual covenants, promises, and conditions set
26 forth, the Parties agree as follows:

27 ///

28 ///

1 **III. NON-ADMISSION OF LIABILITY**

2 **A.** Based on the factual and legal issues involved, the expense and time necessary to
3 prosecute the Action through trial, the risks, uncertainty and costs of further prosecution, the difficulty
4 of proof necessary for purposes of liability, and the relative benefits to the PAGA Settlement Members
5 of an expeditious resolution to the Action, the Parties have concluded that the terms set forth in this
6 Settlement are fair, reasonable, adequate and in the best interests of the PAGA Settlement Members.

7 **B.** By entering into this Settlement, Defendants deny any liability for any of the claims in
8 the Action, as well as any other potential or unknown claims based on wage and hour violations under
9 state or federal law. Neither this Settlement, nor any document referred to or contemplated herein, nor
10 any action taken to carry out this Settlement, is, may be construed as, or may be used as, an admission,
11 concession, or indication by or against Defendants of any unlawful conduct, fault, wrongdoing or
12 liability whatsoever. Defendants specifically deny that they have engaged in any unlawful or wrongful
13 conduct against Plaintiff or the PAGA Settlement Members.

14 **IV. TERMS OF THE PAGA SETTLEMENT**

15 **A. The Total Settlement Payment**

16 Defendants shall pay a settlement payment in a total amount of One Million, Five Hundred
17 Thousand Dollars (\$1,500,000) (the **“Total Settlement Payment”**). The Total Settlement Payment
18 shall include Plaintiff’s Counsel Payment, the General Release Payment, Settlement Administration
19 Costs, and the PAGA Fund as these terms are defined below.

20 **B. Plaintiff’s Counsel Payment of Attorneys’ Fees and Costs**

21 1. Plaintiff’s Counsel will apply to the Court for an award of attorneys’ fees of up to
22 35% of the Total Settlement Payment, or \$525,000 and reasonable litigation costs, not to exceed
23 \$25,000 (**“Plaintiff’s Counsel Payment”**). Plaintiff’s Counsel will be responsible for submitting all
24 documents to support their request for attorneys’ fees and costs.

25 2. Defendants will not oppose or object to Plaintiff’s Counsel’s application for
26 attorneys’ fees, not to exceed 35% of the Total Settlement Payment plus all documented and reasonable
27 litigation costs and expenses, not to exceed \$25,000.

28 ///

3. In the event that the Court does not approve an award of attorneys' fees equal to the requested amount, or the Court alters the payment methodology described herein, it will not be considered a material change of the Settlement and will not operate to terminate or cancel the agreement, and this Settlement will be enforceable.

4. The Plaintiff's Counsel Payment shall be paid from the Total Settlement Payment. Any reductions by the Court of Plaintiff's Counsel's request for attorneys' fees or costs shall revert to the PAGA Fund.

C. General Release Payment to Plaintiff

1. Subject to Court approval, Defendants agree to pay Plaintiff a General Release Payment of up to Seven Thousand and Five Hundred Dollars (\$7,500.00), to be paid from the Total Settlement Payment, as an enhancement for her service as the PAGA representative and in exchange for a general release, as set forth below, in addition to any payment she may otherwise receive as a PAGA Settlement Member ("**General Release Payment**").

2. Defendants will not oppose Plaintiff's request for the General Release Payment. Plaintiff will be responsible for correctly characterizing this compensation for tax purposes and for paying any taxes owing on said amount. The Parties agree that a reduction by the Court of the requested General Release Payment is not a basis for rendering the entire Settlement voidable or unenforceable. Any reductions by the Court of the General Release Payment shall revert to the PAGA Fund.

3. Plaintiff shall not receive any additional payments or enhancements other than those expressly provided under this Settlement.

D. Settlement Administration Costs

1. The cost of the Settlement Administrator to implement and complete the settlement process according to the terms of this Settlement, including the costs to calculate payments to individual PAGA Settlement Members and to prepare any necessary tax documents for PAGA Settlement Members are referred to as the "**Settlement Administration Costs,**" and are estimated to be \$9,795.

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E. PAGA Fund

1. After deducting Plaintiff's Counsel Payment, the Settlement Administration Costs, and any court-approved General Release Payment, the remainder of the Total Settlement Payment shall be allocated toward payment to the Labor & Workforce Development Agency and PAGA Settlement Members ("**PAGA Fund**").

2. Seventy-five percent (75%) of the PAGA Fund will be sent to the LWDA and twenty-five percent (25%) of the PAGA Fund will be allocated among the PAGA Settlement Members based on his or her proportionate share of the pay periods worked during the PAGA Period.

V. COMPUTATION AND DISTRIBUTION OF TOTAL SETTLEMENT FUND

A. Deposit of Total Settlement Payment

1. The Settlement Administrator shall establish a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering the Settlement. The Settlement Administrator shall furnish the Qualified Settlement Fund with its own Employer ID Number and calculate all settlement checks and payroll deductions and withholdings required under law based on information that will be confidentially furnished by Defendants.

2. Within 50 days after the Effective Date, Defendants shall deposit the Total Settlement Payment with the Settlement Administrator.

B. Effect of Increase in Number of Pay Periods

This settlement is based on data provided by Defendants showing that members of the PAGA Group worked approximately 78,750 pay periods between May 16, 2019, and March 23, 2023. If it is determined that members of the PAGA Group worked more than 84,656 (78,750, plus 7.5% of 78,750) pay periods between May 16, 2019, and the end of the PAGA Period, the Gross Settlement Amount will be increased by the same number of percentage points above 7.5% by which the actual number of pay periods worked exceeds 84,656. For instance, if the actual number of pay periods worked between May 16, 2019, and the end of the PAGA Period is determined to be 10% higher than 78,750, the Gross Settlement Amount will be increased by 2.5%. In the alternative, in their discretion, Defendants may elect to end the PAGA Period on the date the number of pay periods reached 84,656.

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1 **C. Formula for Calculating Share of PAGA Fund**

2 The portion of the PAGA Fund that is paid to each PAGA Settlement Member shall be
3 determined based on the following formula:

4 1. The payment to PAGA Settlement Members will be based on the number of pay
5 periods worked by each PAGA Settlement Member during the PAGA Period. Partial weeks will be
6 counted as full pay periods.

7 2. The amount to be paid per pay period worked by a PAGA Settlement Member
8 will be calculated by dividing the value of the portion of the PAGA Fund that will be paid to PAGA
9 Settlement Members by the total number of pay periods worked by all PAGA Settlement Members
10 during the PAGA Period.

11 3. Defendants' records shall be determinative for purposes of calculating the number
12 of pay periods worked and any payments to PAGA Settlement Members, subject to Court approval.

13 **D. Distribution of PAGA Fund**

14 1. Defendants shall provide the Settlement Administrator with a list of the names,
15 last known addresses, dates of active employment with Defendants during the PAGA Period, and Social
16 Security Numbers for the PAGA Settlement Members, to be furnished within thirty (30) days after the
17 Court issues an Order approving the Settlement. This information is being provided confidentially to the
18 Settlement Administrator only, and the Settlement Administrator shall treat the information as private
19 and confidential and take all necessary precautions to maintain the confidentiality of the information.
20 This information is to be used only to carry out the Settlement Administrator's duties as specified in this
21 Settlement.

22 2. On the sixty-seventh (67) day after the Effective Date, the Settlement
23 Administrator shall pay to the LWDA an amount equivalent to seventy-five percent (75%) of the PAGA
24 Fund, or as otherwise directed by the Court.

25 3. On the sixty-seventh (67) day after the Effective Date, the Settlement
26 Administrator shall distribute to PAGA Settlement Members their individual portion of the PAGA Fund
27 (the "**Individual Payment**"), or as otherwise directed by the Court.

28 4. To provide the best notice practicable, any Individual Payment returned to the

1 Settlement Administrator as non-delivered shall be sent by post-marked First Class U.S. Mail to the
2 forwarding address affixed thereto, if any. If no forwarding address is provided for an Individual
3 Payment that is returned as non-deliverable, the Settlement Administrator shall use the best available
4 technology accessible (e.g. skip tracing, address verification, etc.) to the Settlement Administrator or
5 other mutually agreeable method to locate PAGA Settlement Members and will then mail the Individual
6 Payment to the address identified by the best available technology accessible to the Settlement
7 Administrator or other mutually agreeable method. If no current address is located, the Individual
8 Payment for that individual will be deemed undeliverable. If any PAGA Settlement Members cannot be
9 located within two attempts at mailings by the Settlement Administrator, the Individual Payment for that
10 individual will be deemed undeliverable. The amount of any undeliverable checks will be void and sent
11 to the State of California State Controller's Office in the PAGA Settlement Member's name. However,
12 the PAGA Settlement Members whose checks were undeliverable will still have released the Released
13 Claims.

14 5. The Settlement Administrator shall maintain a list of the postmark date for the
15 original mailing of the Individual Payment to the PAGA Settlement Members, the postmark date of any
16 subsequent mailing to any PAGA Settlement Members, and a list of PAGA Settlement Members who
17 did not receive the Individual Payment due to the inability to locate a valid address using the procedures
18 described herein or who otherwise could not be located within two attempts at mailing.

19 6. All settlement checks will remain valid and negotiable for 180 days from the date
20 of their mailing by the Settlement Administrator. After 180 days from the date of their mailing by the
21 Settlement Administrator, the dollar value of all checks that remain uncashed for more than 180 days
22 will be void and sent to the State of California State Controller's Office in the PAGA Settlement
23 Member's name. However, the PAGA Settlement Members who have not cashed their checks within
24 180 days from the date of their mailing will still have released the Released Claims. The failure by a
25 PAGA Settlement Member to cash their settlement checks will have no effect on their release of the
26 Released Claims. The Parties agree that this results in no unpaid residue under California Civil
27 Procedure Code section 384, to the extent this section can be applied to PAGA claims, as the entire
28 PAGA Fund will be paid out to the LWDA and PAGA Settlement Members, whether or not the PAGA

Settlement Members cash their settlement checks. Therefore, Defendants will not be required to pay any interest on said amount.

7. The Settlement Administrator will prepare and issue IRS Form 1099 to PAGA Settlement Members who received a payment.

E. Settlement Administration Cost Payment

On the sixty-seventh (67) day after the Effective Date, Settlement Administrator shall pay the Settlement Administration Costs directly to the Settlement Administrator.

F. Plaintiff's Counsel Payment

On the sixty-seventh (67) day after the Effective Date, Settlement Administrator shall pay the Plaintiff's Counsel Payment directly to Plaintiff's Counsel.

G. Plaintiff's General Release Payments

On the sixty-seventh (67) day after the Effective Date, Settlement Administrator shall provide the General Release Payments directly to Plaintiff's Counsel for delivery to Plaintiff.

VI. PAGA SETTLEMENT MEMBERS

A. PAGA Settlement Members

Upon entry of judgment in this matter, all members of the PAGA Group, including Plaintiff, will be deemed to release all claims for PAGA penalties that were asserted in the Complaint for the PAGA Period, or that reasonably could have been asserted based on the facts alleged in the Complaint or in the Notice(s) of Labor Code Violations sent to the LWDA for the PAGA Period. As a result, the PAGA Settlement Members will be unable to bring a claim for civil penalties under the California Private Attorneys General Act, California Labor Code §§ 2698 *et seq.*, for any violations of the Labor Code or Wage Order alleged in the Complaint or in the Notice(s) of the Labor Code Violations sent to the LWDA that took place during the PAGA Period.

B. Tax Treatment and Tax Indemnification

PAGA Settlement Members will assume any tax obligations or consequences which may arise from this Settlement. PAGA Settlement Members release any and all claims that they have or may have against Defendants for any claims, demands, deficiencies, levies, assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries related to any payments made under this

1 Settlement. If any state or federal taxing authority contacts, investigates, or pursues any action against
2 any PAGA Settlement Members for their individual share of taxes related to any payments made under
3 this Settlement or any compensation provided at any time by Defendants or any of the Released Parties,
4 each PAGA Settlement Member shall be responsible for his or her own defense of and payment for any
5 claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the
6 PAGA Settlement Member's share of any state or federal tax obligation. If a PAGA Settlement Member
7 has questions about any liability to any state or federal taxing authority, they should contact the
8 Settlement Administrator. The PAGA Settlement Members should not contact Defendants, any of the
9 Released Parties, or Defense Counsel.

10 **C. Claims Released by Plaintiff**

11 In addition to the Released Claims, upon the date of entry of an order by the Court in this Action
12 approving this Settlement, Plaintiff will generally release any and all claims against the Released Parties.
13 This general release of all claims includes any and all claims arising from the employment relationship
14 with the Released Parties, or the separation thereof, including, without limitation, any claims for breach
15 of any implied or express contract or covenant; claims for promissory estoppel; claims of entitlement to
16 any pay; claims of wrongful denial of insurance and employee benefits (except workers' compensation
17 benefits); claims for failure to hire, public policy violations, defamation, invasion of privacy, fraud,
18 misrepresentation, emotional distress, assault/battery, or other common law or tort matters; claims of
19 harassment, retaliation or discrimination based on age, race, color, religion, sex, national origin,
20 ancestry, physical or mental disability, protected activity, medical condition, marital status, sexual
21 preference, union activity, or veteran status; claims under Title VII of the Civil Rights Act of 1964; the
22 Civil Rights Act of 1991; the Americans With Disabilities Act; Section 1981 of the Civil Rights Act of
23 1866; age discrimination under the Age Discrimination in Employment Act, as amended by the Older
24 Workers Benefit Protection Act; the Family and Medical Leave Act; claims for unfair competition;
25 claims based on legal restrictions on Defendants' right to terminate, not to hire or promote employees, or
26 to change an employee's compensation; and claims based on any federal, state or other governmental
27 statute, regulation or ordinance, all statutory, constitutional, contractual or common law claims for
28 wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest,

1 attorneys' fees, litigation costs, restitution, or equitable relief, or any other claims arising under the Fair
2 Labor Standards Act, California Labor Code, or Industrial Welfare Commission Wage Orders, or arising
3 out of or based upon the following categories of allegations regardless of the forum in which they may
4 be brought, to the fullest extent such claims are releasable by law, including but not limited to (i) all
5 claims for unpaid overtime; (ii) all claims for unpaid wages or minimum wages; (iii) all claims for meal
6 break violations; (iv) all claims for rest period violations; (v) all claims for paid sick leave violations;
7 (vi) all claims for the failure to timely pay wages during employment and upon termination; (vii) all
8 claims for the failure to timely pay wages during employment; (viii) all claims for wage statement
9 violations; (ix) all claims for failure to reimburse business expenses; (x) unfair competition; and (xi) all
10 other penalties recoverable for such claims under PAGA, and the Employee Retirement Income Security
11 Act.

12 For the purpose of implementing a full and complete release and discharge of the Released
13 Parties, Plaintiff expressly acknowledges that the release in this section is intended to include in its
14 effect, without limitation, all claims she did not know or suspect at the time of execution hereof,
15 regardless of whether the knowledge of such claims, or the facts upon which they might be based, would
16 materially have affected the settlement of this matter, and that the consideration given under this
17 Settlement is also for the release of those claims and contemplates the extinguishment of any such
18 claims. In furtherance of this Settlement, Plaintiff expressly waives all rights provided by California
19 Civil Code section 1542, or other similar statutes that Plaintiff may have against any of the Released
20 Parties. Section 1542 states:

21 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT
22 THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR
23 SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
24 EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR
HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

25 This general release and waiver of rights under California Civil Code Section 1542 shall include
26 any and all claims based on conduct or omissions that occurred at any time prior to the date of entry of
27 an order by the Court in this Action approving this Settlement.

28 ///

1 **VII. MISCELLANEOUS PROVISIONS**

2 **A. Voiding the Settlement**

3 A failure of the Court to approve any material condition of this Settlement shall render the entire
4 Settlement voidable and unenforceable as to Plaintiff and Defendants, at the option of Plaintiff or
5 Defendants. Each party may exercise its option to void this Settlement as provided above by giving
6 notice, in writing, to the other, and to the Court within fifteen (15) days after the Order failing to
7 approve a material condition of the Settlement has been received by the party seeking to void the
8 Settlement.

9 **B. Mutual Full Cooperation**

10 Plaintiff, Defendants, Plaintiff's Counsel, and Defense Counsel agree to fully cooperate with
11 each other to accomplish the terms of this Settlement, including, but not limited to, execution of such
12 documents and to take such other action as may reasonably be necessary to implement the terms herein.
13 The Parties agree to use their best efforts and any other efforts that may become necessary by Order of
14 the Court, or otherwise, to effectuate this Settlement.

15 **C. Parties' Authority**

16 The signatories hereto represent that they are fully authorized to enter into this Settlement.

17 **D. Binding Nature of the Settlement**

18 1. This Settlement shall be binding upon, and inure to the benefit of, the successors
19 or assigns of the Released Parties. Plaintiff represents, covenants, and warrants that she has not directly
20 or indirectly, assigned, transferred, encumbered, any claim, demand, action, cause of action or rights
21 released in the Released Claims in this Settlement. This Settlement also shall be binding upon Plaintiff
22 and the PAGA Settlement Members.

23 2. This Settlement may be amended or modified only by a written instrument signed
24 by Plaintiff's Counsel and Plaintiff, as well as Defense Counsel and Defendants. No rights under this
25 Settlement may be waived except in writing.

26 3. This Settlement and any attached exhibits constitute the entire agreement between
27 Plaintiff and Defendants relating to the terms contained herein. All prior or contemporaneous
28 agreements, understandings and statements, whether oral or written, whether express or implied, and

whether by a party or their counsel, concerning this Settlement are merged herein. No oral or written representations, warranties or inducements have been made to any party concerning this Settlement or its exhibits other than the representations, warranties and covenants contained and memorialized in such documents.

4. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any of its provisions. Each term of this Settlement is intended to be contractual and not merely a recital.

E. Joint Drafting of Settlement Documents

1. Plaintiff's Counsel and Defense Counsel have arrived at this Settlement as a result of a series of arm's-length negotiations, taking into account all relevant factors, present and potential.

2. This Settlement has been drafted jointly by Plaintiff's Counsel and Defense Counsel and, therefore, in any construction or interpretation of this Settlement, the same shall not be construed against any of the Parties.

3. Plaintiff and Plaintiff's Counsel agree that none of the documents provided to them by Defendants shall be used for any purpose other than the settlement of this Action. Specifically, none of the documents provided shall be used to pursue any subsequent claims or litigation against Defendants or the Released Parties.

F. Execution of the Settlement

This Settlement may be executed in one or more counterparts and by e-mail or facsimile. All executed copies of this Settlement and photocopies thereof shall have the same force and effect and shall be as legally binding and enforceable as the original.

G. No Press Release or Publicity Regarding the Terms of the Settlement

Plaintiff and Plaintiff's Counsel, as well as Defendants and Defense Counsel, agree that they will not issue any media or press release, initiate any contact with the media or the press, respond to any media or press inquiry or have any communications with the media or the press about the fact, amount or terms of this Settlement. Plaintiff and Plaintiff's Counsel shall not publicize or refer to the fact or amount of the Settlement, on their websites, social media, any other marketing materials, professional

organization such as CELA, or legal publication. Plaintiff and Plaintiff's Counsel will not state on their websites, social media, any other marketing materials, or legal publications, that Defendants engaged in any act contrary to California law, or denied payment owed to individuals classified as independent contractors or employees, or otherwise disparage Defendants, or otherwise identify Defendants. Defendants shall be allowed to report the Settlement or results of this lawsuit if required to do so by public disclosure regulatory requirements or with respect to any financial or other disclosures which in their judgment are necessary.

H. Continuing Jurisdiction of the Court

Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the Court shall retain jurisdiction over the Parties, and over this Settlement, in order to: (i) monitor and enforce compliance of Settlement, and/or (ii) resolve any disputes over this Settlement or the administration of the benefits of this Settlement.

I. Representations by Plaintiff

Plaintiff acknowledge the following:

1. Plaintiff has carefully read and fully understands all of the provisions of this Settlement;
2. Plaintiff has had sufficient time, and at least 21 days, to consider this Settlement before signing it;
3. Plaintiff may revoke the release of any age claims under the OWBPA after she signs the Settlement by delivering written notice to Daniel Whang, Seyfarth Shaw LLP, 2029 Century Park East, Ste. 3500, Los Angeles, California 90067 before the close of business seven days after she signs this Settlement.
4. Plaintiff knowingly and voluntarily agrees to all of the terms set forth in this Settlement and acknowledge that she has not been coerced, threatened, or intimidated into executing this Settlement;
5. Plaintiff has been advised, and hereby is advised in writing, to consider the terms of this Settlement and consult with her attorneys before signing this Settlement.

///

1 DATED: July 20, 2023

JANINE MIRELES

2 By: Janine Mireles

3 DATED: July __, 2023

**LODI MEMORIAL HOSPITAL ASSOCIATION,
INC. AND ADVENTIST HEALTH SYSTEM/WEST**

5 By: _____

6 Name: _____

7 Position: _____

8 DATED: July 21, 2023

COHELAN KHOURY & SINGER

10 By: Jeff Geraci

11 Jeff Geraci

Attorney for Plaintiff Janine Mireles

12 DATED: July 20, 2023

LEBE LAW, APLC

14 By: J.M. Lebe

15 Jonathan M. Lebe

Attorney for Plaintiff Janine Mireles

16 DATED: July __, 2023

SEYFARTH SHAW LLP

18 By: _____

19 Daniel Whang

Kerry Friedrichs

20 Attorneys for Defendants Lodi Memorial Hospital
Association, Inc. and Adventist Health System/West

1 DATED: July __, 2023

JANINE MIRELES

2 By: _____

3 07/26/2023
4 DATED: July __, 2023

**LODI MEMORIAL HOSPITAL ASSOCIATION,
INC. AND ADVENTIST HEALTH SYSTEM/WEST**

5 By:  _____

6 Name: Katherine Delmore

7 Position: Treasurer

8 DATED: July __, 2023

COHELAN KHOURY & SINGER

10 By: _____

11 Jeff Geraci
Attorney for Plaintiff Janine Mireles

12 DATED: July __, 2023

LEBE LAW, APLC

14 By: _____

15 Jonathan M. Lebe
Attorney for Plaintiff Janine Mireles

16 07/21/2023
17 DATED: July __, 2023

SEYFARTH SHAW LLP

18 By:  _____

19 Daniel Whang
Kerry Friedrichs  07/26/2023
20 Attorneys for Defendants Lodi Memorial Hospital
21 Association, Inc. and Adventist Health System/West

EXHIBIT 2

XPAND

Case Name: Lodi PAGA Settlement
 Date: June 13, 2023
 Client Name: Matthew Atlas
 Client Email: matlas@ckslaw.com
 Xpand Contact: Jonathan Paul
 Xpand Contact Email Address: jonathan@xpandlegal.com
 Xpand Contact Phone Number: 310.948.7117

*Cost Estimate for Legal Administration Services
 *Pricing Good for 90 Days
 *Assumes Scope Within - Additional Services Priced Accordingly

Key Assumptions Used for Pricing	
Class Size	2,000
Undeliverable Mail (estimated %)	10%
Forwarded Mail (estimated %)	5%
Toll Free Telephone Support	Yes
Website	Yes
Spanish Translation	No
National Change of Address (NCOA)	Yes
Wage Tax Reporting	No
Number of States for Tax Reporting	N/A
Number of Payment Distributions	1
Tax Reporting Years	1
Remaining Funds After Distribution	State Controller

Case Setup				
Service	Type	Cost Per Piece	Volume	Total
Project Manager - Case Setup, Document Review & Timeline	Hourly	\$125.00	2	\$250.00
Data Analyst - Data Analysis, Formatting, Uploading to Database*	Hourly	\$125.00	1	\$125.00
NCOA (Includes CASS & LACS)	Flat Fee	\$250.00	1	\$250.00
Spanish Translation	Flat Fee	\$0.00	0	\$0.00
Toll Free Telephone Support	Flat Fee	\$500.00	1	\$500.00
Static Website	Flat Fee	\$250.00	1	\$250.00

*Xpand assumes mailing data will be provided in Microsoft Excel or other usable format and will not require substantial manipulation. Additional formatting and manipulation will be billed at \$125/hour.

Total \$1,375.00

Project Management				
Service	Type	Cost Per Piece	Volume	Total
Project Manager - Client Inquiries, General Oversight & Management	Hourly	\$125.00	3	\$375.00
Status Reporting (Ongoing & Final)	Hourly	\$150.00	1	\$150.00
Executive Oversight	Hourly	\$200.00	1	\$200.00

Total \$725.00

Distribution				
Service	Type	Cost Per Piece	Volume	Total
Project Manager - Setup & Preparation	Hourly	\$125.00	3	\$375.00
Data Analyst - Payment File Production & Quality Review	Hourly	\$125.00	2	\$250.00
Print & Mail Payments	Per Piece	\$1.00	2,000	\$2,000.00
USPS First Class Mail - 1oz	Per Piece	\$0.61	2,000	\$1,220.00
Undeliverable Payment Processing	Per Piece	\$3.00	200	\$600.00
Remail Payments (Undeliverable & Forwards)	Per Piece	\$5.00	260	\$1,300.00
Tax ID Setup & Shutdown	Flat Fee	\$250.00	1	\$250.00
Qualified Settlement Fund (QSF) Creation & Closure	Flat Fee	\$1,000.00	1	\$1,000.00
QSF Monthly Fees & Account Reconciliation	Per Piece	\$150.00	3	\$450.00
Process Remaining Funds to State Controller	Flat Fee	\$250.00	1	\$250.00

Total \$7,695.00

Total Case Cost - Flat Fee: \$9,795.00

All services to be provided by Xpand Legal (hereinafter, "Xpand") to Client shall be subject to the following terms and conditions:

- **Services:** Subject to the terms hereof, Xpand agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are referenced. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not include any services not referenced in the request for proposal. These services do not constitute legal services or advice. Xpand is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.
- **Charges for Services:** Charges to the Client for services shall be on a time and materials basis at our prevailing rates and are subject to change. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to Xpand. Actual fees charged by Xpand to Client may be greater or less than the estimate, and Client shall be responsible for the payment of all charges and expenses in accordance with Section 5 below. Charges incurred related to corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. Xpand may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.
- **Payment of Charges:** Xpand agrees to defer payment of fees for up to 48 months or until settlement is reached, whichever is earlier. Xpand invoices are due upon receipt unless otherwise negotiated and agreed to with the Client. The entire remaining balance is due and payable at the time the Account is funded by. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement or case status, do not affect the Client's liability to Xpand for payment of services. Services are not provided on a contingency fee basis.
- **Indemnification:** Client will indemnify and hold Xpand (and the officers, employees, affiliates and agents harmless against any Losses incurred by Xpand, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any aspect of the project by Xpand in accordance with Client's instructions.
- **Confidentiality:** Xpand maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to Xpand by Client. Should Xpand ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, Xpand will notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse Xpand for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If Xpand is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, Xpand will not be liable for breach of said obligation.
- **Data Rights:** Xpand does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by Xpand in the ordinary course of business in the performance of this Agreement.
- **Document Retention:** Unless directed otherwise in writing by Client, Xpand will maintain documents and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.
- **Limitation of damages:** Xpand is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of Xpand to the Client shall not exceed the total amount billed to the Client for the services that give rise to any loss.
- **Termination:** The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to Xpand. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. Xpand may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.
- **Notice:** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of Xpand or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.
- **Force Majeure:** To the extent performance by Xpand of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond Xpand's reasonable control, then such performance shall be excused and this Agreement, at Xpand's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
- **Waiver of Rights:** No failure or delay on the part of either party in exercising any right will operate as a waiver of, or impair, any right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in writing.
- **Jurisdiction:** The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.
- **Entire Agreement:** These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT 3

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN**
Janine Mireles v. Lodi Memorial Hospital Association, Inc. et al.
STK-CV-UOE-2020-0004458

NOTICE OF SETTLEMENT

Name
Address

Dear NAME:

You are receiving the enclosed check in settlement of a lawsuit entitled *Janine Mireles v. Lodi Memorial Hospital Association, Inc. et al.*, Superior Court of the State of California, County of San Joaquin, Case Number STK-CV-UOE-2020-0004458. In that lawsuit, Ms. Mireles pursued various claims under Labor Code § 2699 *et seq.*, the California Private Attorney General Act on behalf of all current and former non-exempt clinical employees of Lodi Memorial Hospital Association, Inc. and Adventist Health System/West, or either of them (“Defendants”) between May 16, 2019 and June 24, 2023. Defendants denied, and continue to deny, all of the allegations and liability for any claims in this case.

The enclosed check for \$_____, is your share of the settlement. Your settlement amount represents penalties and will be reported on an IRS Form 1099. Your check is valid for 180 days from the date of mailing.

EXHIBIT 4

SUMMARY OF TIME AND COSTS
Mireles v. Lodi Memorial Hospital Association, Inc., et al.
S.J.S.C Case No. STK-CV-UOE-2020-0004458

Total Attorneys' Hours: 534.4
Total Lodestar Fees: \$360,605.00
Total Costs: \$21,600

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
COHELAN KHOURY & SINGER				
Isam C. Khoury, Founding Partner	1974	13.4	\$925	\$12,395.00
Michael D. Singer, Managing Partner	1984	11.8	\$925	\$10,915.00
Jeff Geraci, Partner	1990	101.4	\$850	\$86,190.00
Rosemary C. Khoury, Associate	2020	3.6	\$500	\$1,800.00
J. Jason Hill (Former Partner)	1995	38.4	\$700	\$26,880.00
Amber Worden, Certified Paralegal	N/A	12.2	\$200	\$2,440.00
Matthew Atlas, Paralegal	N/A	6.2	\$175	\$1,085.00
TOTAL:		187.0		\$141,705.00

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
LEBE LAW, APLC				
Jonathan M. Lebe	2012	165.8	\$800	\$132,640.00
Zachary Gershman	2019	181.6	\$475	\$86,260.00
TOTAL:		347.4		\$218,900.00

Total Aggregate Hours: 534.4	Total Lodestar: \$360,605.00
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LITIGATION EXPENSES	
Cohelan Khoury & Singer	\$21,453.70
Lebe Law, APLC	\$146.30
TOTAL COSTS	\$21,600.00

EXHIBIT 5

Mireles v. Lodi Memorial Hospital Association, Inc., et al.
San Joaquin Superior Court Case No. STK-CV-UOE-2020-0004458
7/21/23

7/27/2023

EXHIBIT 6

2014 NLJ Billing Survey

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Year	Firm Name	Location	Average FTE Attorneys	Partner Billing Rate High	Partner Billing Rate Low	Partner Billing Rate Avg	Associate Billing Rate High	Associate Billing Rate Low	Associate Billing Rate Avg	Counsel Avg	Counsel Low	Counsel High	NLJ Billing Source	Notes
2014	Adams and Reese	New Orleans, LA	318	\$700.00	\$305.00	\$420.00	\$315.00	\$220.00	\$270.00	\$500.00	\$425.00	\$575.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Akerman	Miami, FL	523	\$880.00	\$360.00	\$535.00	\$465.00	\$205.00	\$305.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Akin Gump Strauss Hauer & Feld	Washington, DC	809	\$1220.00	\$615.00	\$785.00	\$660.00	\$365.00	\$525.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Allen Watkins Leck Gamble Malloy & Natisis	Los Angeles, CA	181	\$680.00	\$525.00	\$615.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Alston & Bird	Atlanta, GA	789	\$875.00	\$495.00	\$675.00	\$575.00	\$280.00	\$425.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Andrus Kurth	Houston, TX	337	\$1090.00	\$745.00	\$890.00	\$1090.00	\$265.00	\$670.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Archer & Greiner	Haddonfield, NJ	194	\$460.00	\$330.00	\$400.00	\$295.00	\$200.00	\$245.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Arent Fox	Washington, DC	330	\$860.00	\$500.00	\$650.00	\$595.00	\$275.00	\$395.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

2014 NLJ Billing Survey

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2014	Arnall Golden Gregory	Atlanta, GA	140	\$520.00	\$430.00	\$490.00													National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Arnold & Porter	Washington, DC	720	\$960.00	\$670.00	\$815.00	\$610.00	\$345.00		\$500.00									National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Arnstein & Lehr	Chicago, IL	144	\$595.00	\$350.00	\$465.00	\$350.00	\$175.00		\$250.00									National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Baker & Hostetler	Cleveland, OH	798	\$670.00	\$275.00	\$449.00	\$350.00	\$210.00		\$272.00									National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Baker & McKenzie	Chicago, IL	4087	\$1130.00	\$260.00	\$755.00	\$925.00	\$100.00		\$395.00									National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Baker, Donelson, Bearman, Caldwell & Berkowitz	Memphis, TN	588	\$495.00	\$340.00	\$400.00	\$465.00	\$245.00		\$295.00									National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Ballard Spahr	Philadelphia, PA	483	\$650.00	\$395.00	\$475.00	\$495.00	\$235.00		\$315.00									National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Barnes & Thornburg	Indianapolis, IN	522	\$560.00	\$330.00	\$480.00	\$370.00	\$260.00		\$320.00									National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Benesch, Friedlander, Coplan & Aronoff	Cleveland, OH	150	\$635.00	\$360.00	\$455.00	\$475.00	\$155.00		\$280.00									National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Best Best & Krieger	Riverside, CA	176	\$655.00	\$340.00	\$455.00	\$385.00	\$235.00		\$280.00		\$439.83	\$340.00	\$595.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

2014 NLJ Billing Survey

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2014	Bingham McCutchen	Boston, MA	795	\$1080.00	\$220.00	\$795.00	\$605.00	\$185.00	\$450.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Blank Rome	Philadelphia, PA	447	\$940.00	\$445.00	\$640.00	\$565.00	\$175.00	\$350.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Bond, Schoeneck & King	Syracuse, NY	198	\$520.00	\$240.00	\$355.00	\$310.00	\$160.00	\$225.00	\$360.00	\$275.00	\$485.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Bowles Rice	Charleston, WV	140	\$285.00	\$165.00	\$230.00	\$180.00	\$115.00	\$135.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Bracewell & Giuliani	Houston, TX	441	\$1125.00	\$575.00	\$760.00	\$700.00	\$275.00	\$440.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Bradley Arant Boult Cummings	Birmingham, AL	413	\$605.00	\$325.00	\$430.00	\$340.00	\$200.00	\$260.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Broad and Cassel	Orlando, FL	150	\$465.00	\$295.00	\$380.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Brown Rudnick	Boston, MA	187	\$1045.00	\$650.00	\$856.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Brownstein Hyatt Farber Schreck	Denver, CO	214	\$700.00	\$310.00	\$520.00	\$345.00	\$265.00	\$305.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Bryan Cave	St. Louis, MO	985	\$900.00	\$410.00	\$620.00	\$595.00	\$220.00	\$405.00	\$635.00	\$355.00	\$865.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

2014 NLJ Billing Survey

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2014	Buchalter Nemer	Los Angeles, CA	139	\$695.00	\$475.00	\$605.00	\$375.00	\$350.00	\$365.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Burr & Forman	Birmingham, AL	261	\$525.00	\$300.00	\$371.00	\$275.00	\$200.00	\$241.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Butler Snow	Ridgeland, MS	280	\$335.00	\$235.00	\$302.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Cadwalader, Wickersham & Taft	New York, NY	437	\$1050.00	\$800.00	\$930.00	\$750.00	\$395.00	\$605.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Carlton Fields	Tampa, FL	272	\$840.00	\$455.00	\$600.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Cole, Schatz, Meisel, Forman & Leonard	Hackensack, NJ	118	\$730.00	\$590.00	\$653.00	\$340.00	\$275.00	\$302.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Cornell Foley	Roseland, NJ	129	\$575.00	\$275.00	\$425.00	\$325.00	\$200.00	\$265.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Cooley	Palo Alto, CA	673	\$990.00	\$660.00	\$820.00	\$640.00	\$335.00	\$515.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Covington & Burling	Washington, DC	760	\$890.00	\$605.00	\$780.00	\$565.00	\$320.00	\$415.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Cozen O'Connor	Philadelphia, PA	495	\$1135.00	\$275.00	\$570.00	\$640.00	\$180.00	\$355.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Curtis, Mallet-Prevost, Colt & Mosle	New York, NY	323	\$860.00	\$730.00	\$800.00	\$785.00	\$345.00	\$480.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Davis Graham & Stubbs	Denver, CO	145	\$635.00	\$315.00	\$435.00	\$350.00	\$200.00	\$255.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Davis Polk & Wardwell	New York, NY	810	\$985.00	\$850.00	\$975.00	\$975.00	\$130.00	\$615.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Debevoise & Plimpton	New York, NY	595	\$1075.00	\$955.00	\$1055.00	\$760.00	\$120.00	\$490.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Dechert	New York, NY	845	\$1095.00	\$670.00	\$900.00	\$735.00	\$395.00	\$530.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Dentons	New York, NY	2503	\$1050.00	\$345.00	\$700.00	\$685.00	\$210.00	\$425.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Dickstein Shapiro	Washington, DC	254	\$1250.00	\$590.00	\$750.00	\$585.00	\$310.00	\$475.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Dinsmore & Shohl	Cincinnati, OH	415	\$850.00	\$250.00	\$411.00	\$365.00	\$160.00	\$238.00	\$360.00	\$150.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	DLA Piper	New York, NY	3962	\$1025.00	\$450.00	\$765.00	\$750.00	\$250.00	\$510.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Dorsey & Whitney	Minneapolis, MN	501	\$565.00	\$340.00	\$435.00	\$510.00	\$215.00	\$315.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Duane Morris	Philadelphia, PA	613	\$960.00	\$415.00	\$589.00	\$585.00	\$280.00	\$373.00	\$638.00	\$460.00	\$1015.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Edwards Wildman Palmer	Boston, MA	540	\$765.00	\$210.00	\$535.00	\$415.00	\$245.00	\$325.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Faegre Baker Daniels	Minneapolis, MN	673	\$580.00	\$355.00	\$455.00	\$315.00	\$110.00	\$260.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Foley & Lardner	Milwaukee, WI	844	\$860.00	\$405.00	\$600.00	\$470.00	\$210.00	\$335.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Foley Hoag	Boston, MA	221	\$775.00	\$590.00	\$670.00	\$385.00	\$290.00	\$325.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Fox Rothschild	Philadelphia, PA	531	\$750.00	\$335.00	\$530.00	\$500.00	\$245.00	\$310.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Fried, Frank, Harris, Shriver & Jacobson	New York, NY	450	\$1100.00	\$930.00	\$1000.00	\$760.00	\$375.00	\$595.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Frost Brown Todd	Cincinnati, OH	414	\$600.00	\$220.00	\$387.00	\$315.00	\$150.00	\$234.00	\$417.00	\$350.00	\$540.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Gardere Wynne Sewell	Dallas, TX	218	\$775.00	\$430.00	\$635.00	\$330.00	\$290.00	\$303.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Gibbons	Newark, NJ	201	\$865.00	\$440.00	\$560.00	\$475.00	\$295.00	\$360.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Gibson, Dunn & Crutcher	New York, NY	1154	\$1800.00	\$765.00	\$980.00	\$930.00	\$175.00	\$590.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Gordon Rees Scully Mansukhani	San Diego, CA	478	\$475.00	\$375.00	\$420.00	\$325.00	\$285.00	\$300.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Greenberg Traurig	New York, NY	1690	\$955.00	\$535.00	\$763.00	\$570.00	\$325.00	\$470.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Harris Beach	Rochester, NY	198	\$400.00	\$298.00	\$348.00	\$285.00	\$175.00	\$230.00	\$287.50	\$175.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Harter Secrest & Emery	Rochester, NY	132	\$465.00	\$300.00	\$385.00	\$290.00	\$195.00	\$250.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Haynes and Boone	Dallas, TX	483	\$1020.00	\$450.00	\$670.00	\$580.00	\$310.00	\$405.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Hogan Lovells	Washington, DC	2313	\$1000.00	\$705.00	\$835.00						National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Holland & Hart	Denver, CO	423	\$725.00	\$305.00	\$442.00	\$425.00	\$175.00	\$277.00	\$363.00	\$225.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Holland & Knight	Washington, DC	956	\$1085.00	\$355.00	\$625.00	\$595.00	\$210.00	\$340.00	\$575.00	\$420.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Honigman Miller Schwartz and Cohn	Detroit, MI	231	\$560.00	\$290.00	\$390.00	\$225.00	\$205.00	\$220.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Hughes Hubbard & Reed	New York, NY	351	\$995.00	\$725.00	\$890.00	\$675.00	\$365.00	\$555.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Husch Blackwell	St. Louis, MO	539	\$785.00	\$250.00	\$449.00	\$440.00	\$190.00	\$275.00	\$418.00	\$240.00	\$625.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Ice Miller	Indianapolis, IN	291	\$530.00	\$335.00	\$450.00	\$305.00	\$245.00	\$270.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Irell & Manella	Los Angeles, CA	166	\$975.00	\$800.00	\$890.00	\$750.00	\$395.00	\$535.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Jackson Kelly	Charleston, WV	179	\$535.00	\$270.00	\$345.00	\$315.00	\$200.00	\$243.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Jackson Lewis	Los Angeles, CA	724	\$440.00	\$310.00	\$380.00	\$315.00	\$275.00	\$290.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Jackson Walker	Dallas, TX	333	\$675.00	\$575.00	\$622.00	\$385.00	\$255.00	\$335.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Jeffer Mangels, Butler & Mitchell	Los Angeles, CA	125	\$875.00	\$560.00	\$690.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Jenner & Block	Chicago, IL	434	\$925.00	\$565.00	\$745.00	\$550.00	\$380.00	\$465.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Jones Day	New York, NY	2464	\$975.00	\$445.00	\$745.00	\$775.00	\$205.00	\$435.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Jones Walker	New Orleans, LA	363	\$425.00	\$275.00	\$385.00	\$240.00	\$200.00	\$225.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Kasowitz, Benson, Torres & Friedman	New York, NY	372	\$1195.00	\$600.00	\$835.00	\$625.00	\$200.00	\$340.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Katten Muchin Rosenman	Chicago, IL	612	\$745.00	\$500.00	\$615.00	\$595.00	\$340.00	\$455.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Kaye Scholer	New York, NY	392	\$1250.00	\$725.00	\$860.00	\$795.00	\$370.00	\$597.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Kelley Dye & Warren	New York, NY	293	\$815.00	\$435.00	\$640.00	\$600.00	\$305.00	\$430.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Kilpatrick Townsend & Stockton	Atlanta, GA	561	\$775.00	\$400.00	\$550.00	\$475.00	\$315.00	\$385.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	King & Spalding	Atlanta, GA	874	\$995.00	\$545.00	\$775.00	\$735.00	\$125.00	\$460.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Kirkland & Ellis	Chicago, IL	1564	\$995.00	\$590.00	\$825.00	\$715.00	\$235.00	\$540.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Knobbe Martens Olson & Bear	Irvine, CA	260	\$810.00	\$450.00	\$575.00	\$455.00	\$305.00	\$360.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Kramer Levin Natfalis & Frankel	New York, NY	313	\$1100.00	\$745.00	\$921.00	\$815.00	\$515.00	\$675.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Lane Powell	Seattle, WA	170	\$675.00	\$375.00	\$516.00	\$425.00	\$260.00	\$331.00	\$477.00	\$300.00	\$650.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Latham & Watkins	New York, NY	2060	\$1110.00	\$895.00	\$990.00	\$725.00	\$465.00	\$605.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Latrop & Gage	Kansas City, MO	283	\$700.00	\$285.00	\$420.00	\$375.00	\$195.00	\$250.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Lewis Roca Rothgerber	Phoenix, AZ	228	\$695.00	\$380.00	\$505.00	\$525.00	\$205.00	\$400.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Lindquist & Vennum	Minneapolis, MN	178	\$600.00	\$460.00	\$520.00	\$470.00	\$275.00	\$365.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Littler Mendelson	San Francisco, CA	1002	\$615.00	\$395.00	\$550.00	\$420.00	\$245.00	\$290.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Lowenstein Sandler	Roseland, NJ	261	\$990.00	\$600.00	\$765.00	\$650.00	\$300.00	\$450.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Manatt, Phelps & Phillips	Los Angeles, CA	329	\$795.00	\$640.00	\$740.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	McCarter & English	Newark, NJ	371	\$625.00	\$450.00	\$530.00	\$370.00	\$220.00	\$300.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	McDermott Will & Emery	Chicago, IL	1021	\$835.00	\$525.00	\$710.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	McElroy, Deutsch, Mulvaney & Carpenter	Morristown, NJ	274	\$560.00	\$325.00	\$445.00	\$335.00	\$200.00	\$295.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	McGuireWoods	Richmond, VA	931	\$725.00	\$450.00	\$595.00	\$525.00	\$285.00	\$360.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	McKenna Long & Aldridge	Atlanta, GA	518	\$650.00	\$480.00	\$530.00	\$425.00	\$375.00	\$395.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Michael, Best & Friedrich	Milwaukee, WI	189	\$650.00	\$235.00	\$445.00	\$425.00	\$200.00	\$283.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Miles & Stockbridge	Baltimore, MD	226	\$740.00	\$340.00	\$478.00	\$425.00	\$230.00	\$290.00	\$419.00	\$225.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Moore & Van Allen	Charlotte, NC	274	\$870.00	\$315.00	\$490.00	\$430.00	\$190.00	\$280.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Morgan, Lewis & Bockius	Philadelphia, PA	1363	\$765.00	\$430.00	\$620.00	\$585.00	\$270.00	\$390.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Morris, Manning & Martin	Atlanta, GA	148	\$575.00	\$400.00	\$480.00						National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Morrison & Foerster	San Francisco, CA	1020	\$1195.00	\$595.00	\$865.00	\$725.00	\$230.00	\$525.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Nelson Mullins	Columbia, SC	466	\$800.00	\$250.00	\$444.00	\$395.00	\$215.00	\$271.00	\$376.00	\$195.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Nixon Peabody	Boston, MA	564	\$850.00	\$295.00	\$520.00	\$550.00	\$180.00	\$300.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Norris McLaughlin & Marcus	Bridgewater, NJ	128	\$505.00	\$485.00	\$495.00	\$365.00	\$185.00	\$275.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Norton Rose Fulbright	Houston, TX	3537	\$900.00	\$525.00	\$775.00	\$515.00	\$300.00	\$400.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Nossaman	Los Angeles, CA	148	\$800.00	\$370.00	\$579.00	\$490.00	\$255.00	\$340.00	\$495.00	\$440.00	\$550.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Nutter McClouden & Fish	Boston, MA	146	\$715.00	\$470.00	\$575.00	\$460.00	\$295.00	\$375.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Ogletree Deakins	Atlanta, GA	668	\$650.00	\$250.00	\$360.00	\$365.00	\$200.00	\$260.00	\$315.00	\$230.00	\$555.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	OMelveny & Myers	Los Angeles, CA	721	\$950.00	\$615.00	\$715.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Orrick Herrington & Sutcliffe	New York, NY	954	\$1095.00	\$715.00	\$845.00	\$375.00	\$710.00	\$560.00	\$735.00	\$685.00	\$850.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Parker Poe Adams & Bernstein	Charlotte, NC	185	\$500.00	\$425.00	\$450.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Paul Hastings	New York, NY	889	\$900.00	\$750.00	\$815.00	\$755.00	\$335.00	\$540.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Paul, Weiss, Rifkind, Wharton & Garrison	New York, NY	854	\$1120.00	\$760.00	\$1040.00	\$735.00	\$595.00	\$678.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Pepper Hamilton	Philadelphia, PA	510	\$950.00	\$465.00	\$645.00	\$525.00	\$280.00	\$390.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Perkins Cole	Seattle, WA	861	\$1000.00	\$330.00	\$615.00	\$610.00	\$215.00	\$425.00	\$635.00	\$280.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Pillsbury Winthrop Shaw Pittman	Washington, DC	591	\$1070.00	\$615.00	\$865.00	\$860.00	\$375.00	\$520.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Polisnell	Kansas City, MO	616	\$775.00	\$325.00	\$435.00	\$350.00	\$235.00	\$279.00	\$376.00	\$300.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Proskauer Rose	New York, NY	712	\$950.00	\$725.00	\$880.00	\$675.00	\$295.00	\$465.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Quarles & Brady	Milwaukee, WI	422	\$625.00	\$425.00	\$519.00	\$600.00	\$210.00	\$335.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Quinn Emanuel Urquhart & Sullivan	New York, NY	673	\$1075.00	\$810.00	\$915.00	\$675.00	\$320.00	\$410.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Reed Smith	Pittsburgh, PA	1555	\$890.00	\$605.00	\$737.00	\$530.00	\$295.00	\$420.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Richards, Layton & Finger	Wilmington, DE	124	\$800.00	\$600.00	\$678.00	\$465.00	\$350.00	\$414.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Riker Danzig Scherer Hyland & Perrelli	Morristown, NJ	146	\$495.00	\$430.00	\$455.00	\$295.00	\$210.00	\$250.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Robinson & Cole	Hartford, CT	201	\$700.00	\$295.00	\$500.00	\$445.00	\$215.00	\$300.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Rutan & Tucker	Costa Mesa, CA	147	\$675.00	\$345.00	\$490.00	\$500.00	\$230.00	\$320.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Saul Ewing	Philadelphia, PA	240	\$875.00	\$375.00	\$546.00	\$590.00	\$225.00	\$344.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Schiff Hardin	Chicago, IL	317				\$415.00	\$250.00	\$333.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Sedgwick	San Francisco, CA	342	\$615.00	\$305.00	\$425.00	\$475.00	\$250.00	\$325.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Seward & Kissel	New York, NY	143	\$850.00	\$625.00	\$735.00	\$600.00	\$290.00	\$400.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Seyfarth Shaw	Chicago, IL	779	\$860.00	\$375.00	\$610.00	\$505.00	\$225.00	\$365.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Sheppard Mullin Richter & Hampton	Los Angeles, CA	549	\$875.00	\$490.00	\$685.00	\$535.00	\$275.00	\$415.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Shumaker Loop & Kendrick	Toledo, OH	224	\$595.00	\$305.00	\$413.00	\$330.00	\$160.00	\$256.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Shuts & Bowen	Miami, FL	230	\$660.00	\$250.00	\$430.00	\$345.00	\$195.00	\$260.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Skadden, Arps, Slate, Meagher & Flom	New York, NY	1664	\$1150.00	\$845.00	\$1035.00	\$845.00	\$340.00	\$620.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Snell & Wilmer	Phoenix, AZ	411	\$845.00	\$325.00	\$525.00	\$470.00	\$180.00	\$280.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Spilman Thomas & Battle	Charleston, WV	131							\$280.00	\$215.00	\$350.00		National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Squire Patton Boggs			\$950.00	\$350.00	\$655.00	\$530.00	\$250.00	\$355.00					National Law Journal, December 2014	Location data not available due to merger in 2014. Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Stemle, Kessler, Goldstein & Fox	Washington, DC	122	\$795.00	\$450.00	\$577.00	\$470.00	\$265.00	\$346.00	\$483.57	\$450.00	\$520.00		National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Stevens & Lee	Reading, PA	154	\$800.00	\$525.00	\$625.00								National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Stoel Rives	Portland, OR	365	\$800.00	\$300.00	\$492.00	\$465.00	\$205.00	\$287.00	\$312.00	\$280.00	\$510.00		National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Strasburger & Price	Dallas, TX	217	\$690.00	\$290.00	\$435.00	\$365.00	\$210.00	\$270.00	\$475.00	\$300.00	\$690.00		National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Stroock & Stroock & Lavan	New York, NY	285	\$1125.00	\$675.00	\$960.00	\$840.00	\$350.00	\$549.00	\$979.00	\$745.00	\$1095.00		National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Taft Stettinius & Hollister	Cincinnati, OH	357	\$535.00	\$285.00	\$415.00	\$475.00	\$200.00	\$285.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Thompson & Knight	Dallas, TX	290	\$740.00	\$425.00	\$535.00	\$610.00	\$240.00	\$370.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Thompson Coburn	St. Louis, MO	317	\$510.00	\$330.00	\$440.00	\$350.00	\$220.00	\$270.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Trounman Sanders	Atlanta, GA	567	\$975.00	\$400.00	\$620.00	\$570.00	\$245.00	\$340.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Uimer & Berne	Cleveland, OH	178	\$415.00	\$315.00	\$380.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Vannum	Grand Rapids, MI	133	\$465.00	\$290.00	\$390.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Venable	Washington, DC	533	\$1075.00	\$470.00	\$660.00	\$575.00	\$295.00	\$430.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Vinson & Elkins	Houston, TX	650	\$770.00	\$475.00	\$600.00	\$565.00	\$275.00	\$390.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Waller Lansden Dortch & Davis	Nashville, TN	178	\$600.00	\$350.00	\$460.00	\$335.00	\$190.00	\$245.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Weil, Gotshal & Manges	New York, NY	1157	\$1075.00	\$625.00	\$930.00	\$790.00	\$300.00	\$600.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	White & Case	New York, NY	1895	\$1050.00	\$700.00	\$875.00	\$1050.00	\$220.00	\$525.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Wiley Rein	Washington, DC	277	\$950.00	\$550.00	\$665.00	\$535.00	\$320.00	\$445.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Williams Mullen	Richmond, VA	233	\$410.00	\$360.00	\$385.00	\$350.00	\$260.00	\$295.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Willkie Farr & Gallagher	New York, NY	526	\$1090.00	\$790.00	\$950.00	\$790.00	\$350.00	\$590.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Wilmer Cutler Pickering Hale and Dorr	Washington, DC	988	\$1250.00	\$735.00	\$905.00	\$695.00	\$75.00	\$290.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Winston & Strawn	Chicago, IL	822	\$995.00	\$650.00	\$800.00	\$590.00	\$425.00	\$520.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Wolff & Samson	West Orange, NJ	125	\$450.00	\$325.00	\$400.00	\$450.00	\$225.00	\$340.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Womble Carlyle Sandridge & Rice	Winston-Salem, NC	492	\$640.00	\$470.00	\$554.00								National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Wyatt Tarrant & Combs	Louisville, KY	202	\$500.00	\$280.00	\$418.00								National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

2014 Associate Class Billing Survey

EXHIBIT 7