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13 Attorneys for Plaintiff Hector Martinez
14 on behalf of himself and all others similarly situated

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **FOR THE COUNTY OF SAN BERNARDINO**

17 MARIE BURROUGHS and HECTOR
18 MARTINEZ, on behalf of themselves
19 and all other current and former aggrieved
20 employees,

21 PLAINTIFFS,

22 vs.

23 UNITED PARCEL SERVICE, INC.;
24 MANPOWER US, INC.; and DOES 1 to 100,
25 Inclusive,

26 DEFENDANTS.

Case No.: CIV-DS1936788

*[Assigned for all purposes to the Hon. Christian
Towns, Dept. S-26]*

**DECLARATION OF EVE HOWE IN
SUPPORT OF PLAINTIFFS' MOTION
FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AND FOR AWARD OF
ATTORNEYS' FEES AND COSTS**

*[Filed concurrently with: Plaintiffs' Notice of
Motion and Motion; Memorandum of Points
and Authorities; and [Proposed] Order]*

Hearing Date:
July 14, 2025

1 **DECLARATION OF EVE HOWE**

2 I, Eve Howe, declare:

3 1. I am an attorney licensed to practice law in the state of California and have been
4 admitted to practice before this Court. I am an attorney with the law firm Lavi & Ebrahimian, LLP,
5 Counsel for Plaintiff Hector Martinez ("Plaintiff") in this action, and I am an attorney assigned to
6 work on this case. I have personal knowledge of the matters stated herein and if called and sworn as
7 a witness, I would and could competently testify under oath thereto. I am a member in good standing
8 of the bar of the State of California and all Federal district courts of California.

9 2. This Declaration is submitted in support of Plaintiffs' Motion for Approval of Private
10 Attorneys General Act Settlement and for Award of Attorneys' Fees and Costs.

11 **CLASS COUNSEL'S INVESTIGATION**

12 3. Defendant is authorized to do business within the State of California and do business
13 in the State of California, including but not limited to San Bernardino County. Plaintiff Burroughs
14 worked as an hourly, non-exempt employee for Defendant from approximately April 2019 to May
15 2019. Plaintiff Martinez worked as an hourly, non-exempt employee for Defendant from
16 approximately December 7, 2018 to June 11, 2019. Based on information from Defendant, there were
17 approximately 3,375 hourly, non-exempt employees who worked for Defendant in California and
18 who were placed at a UPS facility during the PAGA Period.

19 4. On July 15, 2019, Plaintiff Burroughs submitted a letter to the LWDA to notify the
20 LWDA pursuant to PAGA of Plaintiff's intent to seek civil penalties under PAGA for violations of
21 the Labor Code.

22 5. On December 4, 2019, Plaintiff Burroughs filed her initial Complaint in this Action
23 alleging a single cause of action for Civil Penalties Pursuant to PAGA for the following claims against
24 Defendant: (1) failure to pay minimum wages for all hours worked; (2) failure to pay overtime wages
25 for overtime hours worked; (3) failure to authorize or permit meal periods; (4) failure to authorize or
26 permit rest periods; (5) failure to maintain reasonable temperatures; (6) failure to provide complete
27 and accurate wage statements; and (7) failure to timely pay former employees all earned and unpaid
28 wages; (the "Burroughs Action").

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1 6. On February 20, 2020, Plaintiff Martinez submitted a letter to the LWDA to notify the
2 LWDA pursuant to PAGA of Plaintiff's intent to seek civil penalties under PAGA for violations of
3 the Labor Code.

4 7. On May 29, 2020, Plaintiff Martinez filed his initial Complaint in this Action alleging
5 a single cause of action for Civil Penalties Pursuant to PAGA for the following claims against
6 Defendant: (1) failure to pay minimum wages for all hours worked; (2) failure to pay overtime wages
7 for overtime hours worked; (3) failure to authorize or permit meal periods; (4) failure to authorize or
8 permit rest periods; (5) failure to maintain reasonable temperatures; (6) failure to provide complete
9 and accurate wage statements; and (7) failure to timely pay former employees all earned and unpaid
10 wages; (the "Martinez Action").

11 8. The Parties have agreed, pursuant to the Settlement Agreement, that Plaintiffs
12 Burroughs and Martinez will file a Second Amended Complaint in the Burroughs Action, adding
13 Plaintiff Martinez as a named Plaintiff and alleging all causes of action and theories included in the
14 Martinez Action (the "Operative Complaint").

15 9. At all times, Defendant denied the allegations and contended that: they properly paid
16 minimum and overtime wages, they properly provided all necessary meal and rest breaks and/or paid
17 appropriate meal and rest period premiums, they kept the workplace at an appropriate temperature at
18 all times, they provided employees with itemized statements in compliance with the Labor Code, and
19 that they promptly paid all wages due and owing upon separation of employment.

20 10. After filing the lawsuits, the Parties engaged in significant formal and informal written
21 discovery. The Parties engaged in extensive discussions in an attempt to reach a global settlement of
22 Plaintiffs' PAGA claims at issue in this Action. Following mediation on September 10, 2024 with
23 Judge Ronald M. Sabraw (Ret.), a well-respected former judge and mediator of wage and hour class
24 actions, the Parties were able to reach a settlement in principle on September 20, 2024. In preparation
25 for these negotiations, the Parties exchanged various documents and information that allowed both
26 sides to evaluate the potential exposure and potential risk, as well as information about the number of
27 pay periods and the number of individuals in the PAGA group. The Parties were able to subsequently
28 execute a long-form settlement agreement on April 1, 2025.

1 11. The Parties have undertaken reasonable investigation of the facts and law during the
2 pendency of this action. Plaintiffs' Counsel diligently conducted and pursued an investigation of the
3 PAGA claims against Defendant, including research of the applicable law and the potential defenses
4 and review of relevant documents. Plaintiffs obtained directly relevant data including Defendant's
5 written policies related to the claims at issue in the Operative Complaint and Plaintiffs' personnel
6 files.

7 12. Plaintiffs and Plaintiffs' Counsel have concluded—after considering the sharply
8 disputed factual and legal issues involved on the PAGA claims, the risks attending further
9 prosecution, and the benefits to be received pursuant to the compromise and settlement of the action
10 as set forth in the agreement—that settlement was in the best interest of the representative Plaintiffs,
11 the LWDA, and the aggrieved employees and is fair and reasonable and furthers the purpose of the
12 PAGA to enforce the Labor Code.

13 THE SETTLEMENT IS FAIR, JUST AND REASONABLE

14 13. Based on the informal discovery produced by Defendant, during the period from July
15 15, 2018, through the date of approval of the settlement, Defendant employed approximately 3,375
16 Aggrieved Employees over the course of approximately 28,924 PAGA Pay Periods. Based on the
17 data, the realistic exposure for the PAGA claims amounted to approximately **\$1,446,200.00**,
18 assuming that the Court assessed a maximum penalty of \$50 per pay period with a proven violation
19 as in *Amaral* (28,924 pay periods X \$50 per pay period = \$1,446,200.00).

20 14. With regard to Plaintiffs' wage claims, Defendant contended that they properly paid
21 minimum and overtime wages and properly paid Aggrieved Employees for all hours which they
22 worked. Defendant would likely contend that Plaintiffs or Aggrieved Employees were compensated
23 in compliance with all Federal, State, and local laws. Regarding Plaintiffs' meal and rest break claims,
24 Defendant contended that they had proper meal and rest period policies in place, that Plaintiffs and
25 Aggrieved Employees were informed of these policies, that Defendant provided Plaintiffs and
26 Aggrieved Employees with uninterrupted and duty-free 30 minute meal breaks and rest breaks when
27 required by statute, and that any failure to take required meal and rest periods was a result of the
28 voluntary, individual actions of Plaintiffs and Aggrieved Employees. Defendant would likely further

1 contend that they properly paid all required meal and rest break premiums due to Plaintiffs and
2 Aggrieved Employees. Regarding Plaintiffs' workplace temperature claims, Defendant would likely
3 contend that they maintained the workplace temperature in compliance with all Federal, State, and
4 local laws. Regarding Plaintiffs' wage statement and waiting time claims, because they were wholly
5 derivative of the Plaintiffs' primary claims, as explained above, they would fail for the same reasons.

6 15. Importantly however, a number of courts have found that the "subsequent" penalty
7 under PAGA applies only after a court or the Labor Commissioner determines that the employer has
8 violated the Labor Code. *See Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1209;
9 *accord Amalgamated Transit Union Local 1309 v. Laidlaw Transit Service, Inc.* (S.D. Cal. Aug.
10 10, 2009) 2009 WL 2448430, at *9 ("[u]nder California law, courts have held that employers are
11 not subject to heightened penalties for subsequent violations unless and until a court or
12 commissioner notifies the employer that it is in violation of the Labor Code"); *Bernstein v. Virgin*
13 *Am., Inc.*, 990 F.3d 1157, 1173 (9th Cir. 2021) (reversing judgment as to "heightened civil penalties"
14 because the defendant was not given notice by the Labor Commissioner when the "subsequent"
15 violations occurred); *Chen v. Morgan Stanley Smith Barney, LLC*, No. 8:14-CV-01077 ODW
16 (FFMx), 2014 WL 4961182 (C.D. Cal., October 2, 2014) ("Under the Labor Code, if an employer
17 does not have notice that they are committing a violation, they are not subject to the heightened
18 penalties."); *Trang v. Turbine Engine Components Technologies Corp.*, No. CV 12-07658 DDP
19 (RZx), 2012 WL 6618854 (C.D. Cal. Dec. 19, 2012) ("courts have held that employers are not subject
20 to heightened penalties for subsequent violations unless and until a court or commissioner notifies the
21 employer that it is in violation of the Labor Code"), citing *Amaral v. Cintas Corp. No. 2*, 163 Cal.
22 App. 4th 1157 (2008). When evaluating Defendant's exposure here, Plaintiffs' counsel was forced to
23 consider this line of cases. Additionally, Defendant asserted that Plaintiffs' claims were not subject
24 to common proof, but instead required individualized inquiries into what each employee was doing
25 during each pay period at issue in the PAGA period. Defendant asserted that Plaintiffs re still
26 required, however, to prove each and every instance of a PAGA violation. Defendant contended that
27 this lack of common proof would significantly limit the number of PAGA violations that Plaintiffs
28 could prove at trial, and as such significantly reduces the valuation of these claims. *See, e.g., Estrada*

1 v. *Royalty Carpet Mills, Inc.*, 76 Cal. App. 5th 685, 713 (2022) (“in cases with individualized
2 circumstances and vast numbers of alleged aggrieved employees, PAGA plaintiffs may have
3 difficulty proving purported violations suffered by other employees,” and therefore run the “risk being
4 awarded a paltry sum of penalties.”)

5 16. Applying further significant discounts for the risks associated with the action
6 (including but not limited to, the risk that the Court exercises its discretion to lower the penalties
7 awarded and the risk of losing at trial), this settlement for \$875,000.00 is well within a reasonable
8 range, especially considering the defenses Defendant raised regarding properly paying wages for all
9 time worked, issuing legally compliant policies during the PAGA period and that certain types of
10 violations potentially do not give rise to penalties pursuant to Labor Code sections 226 or 203.

11 17. Moreover, the proposed Settlement, even with deductions, provides a substantial sum
12 to the Aggrieved Employees. The Settlement secured by Plaintiff here is greater than other PAGA
13 penalty awards approved by California state courts, which often range between \$7,500.00 and
14 \$15,000.00 for PAGA claims impacting hundreds or thousands of individuals, resulting in much
15 lower PAGA penalty payments on a per capita basis. *See, e.g., Penaloza v. PPG Industries Inc.*, Case
16 No. BC471369, 2013 WL 2917624 at *2 (Super. Ct. L.A. County, May 20, 2013) (approving PAGA
17 penalties of \$5,000.00 to class of 667 members); *Cabrera v. Advantage Sale & Marketing, LLC*, Case
18 No. BC485259, 2013 WL 1182822 (Super. Ct. L.A. County, March 12, 2013) (approving PAGA
19 penalties of \$10,000.00 for class of approximately 3,000 members).

20 18. Defendant would likely argue that PAGA penalties would be limited. Defendant
21 could argue that even if Plaintiffs prevailed, the recoverable penalties under PAGA are minimal.
22 Indeed, as assumed above, courts considering the issue have refused to “stack” PAGA penalties.
23 *See Carrington v. Starbucks Corporation* (Cal. Ct. App. Nov. 27, 2018) No. D072392 (published
24 Dec. 19, 2018) (approving PAGA penalty reduction to \$5 per pay period); *accord Atempa v.*
25 *Pedrazzani* (2018) 27 Cal.App.5th 809. Moreover, Defendant would likely argue that Plaintiffs are
26 not entitled to recover PAGA penalties at the subsequent violation rate of \$100 per pay period.
27 California’s appellate courts have held that “[u]ntil the employer has been notified that it is violating
28 a Labor Code provision (whether or not the commissioner or court chooses to impose penalties),

1 the employer cannot be presumed to be aware [of the violation]” and therefore, until a Court or the
2 Commissioner issues a finding of a violation, the initial \$50 violation rate applies for each pay
3 period in which the alleged violation occurred. *Amaral v. Cintas Corp. No. 2* (2008) 163
4 Cal.App.4th 1157, 1209; accord *Amalgamated Transit Union Local 1309 v. Laidlaw Transit*
5 *Service, Inc.* (S.D. Cal. Aug. 10, 2009) 2009 WL 2448430, at *9 (“[u]nder California law, courts
6 have held that employers are not subject to heightened penalties for subsequent violations unless
7 and until a court or commissioner notifies the employer that it is in violation of the Labor Code”).
8 Thus, Defendant could argue that even if Plaintiffs were able to establish any violation of the Labor
9 Code, the PAGA penalties assessed for these violations will be computed at the \$50 per pay period
10 rate, as opposed to the \$100 per pay period rate at maximum, and there is a possibility that a further
11 reduction of the penalty to \$5 per pay period as approved in *Carrington* could apply given
12 Defendant’s alleged compliance with the Labor Code as discussed above.

13 19. Plaintiffs understood Defendant’s position to be, using the most recent court of
14 appeal decision on the topic of evaluating the value of a PAGA claim (*Carrington v. Starbucks,*
15 *supra*) (i.e. at \$5.00 per pay period X 28,924 pay periods at issue), that it is likely Defendant’s
16 maximum exposure on the minimum and overtime wage claims could not exceed **\$144,620**.
17 Defendant could argue that this Court would use the *Carrington* valuation as a ceiling for assessing
18 PAGA penalties on the remaining primary and derivative claims as well and that this amount (i.e.,
19 \$144,620) was its true “worst case scenario” exposure for **all** claims. As such, the settlement amount
20 of \$875,000 is approximately 60.5% of the realistic exposure scenario of \$1,446,200 (assuming \$50
21 per pay period) and exceeds the “worst case scenario” exposure by over a factor of 6.

22 20. Finally, public policy strongly favors the settlement of litigation. *Consumer Advocacy*
23 *Group v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 46, 63. Because the proposed
24 Settlement is neither unjust nor ignores the public interest, it should be approved.

25 21. Practically speaking, if Plaintiffs continued litigating this matter, the Plaintiffs,
26 LWDA, and employees potentially could have received nothing if the Court had agreed with
27 Defendant’s position especially in light of the volatility of this area of law and the aforementioned
28 defenses. The settlement is reasonable in light of the risks involved in this case—including the

prospect of a potential adverse summary adjudication ruling, defenses to the case, potential appeal, and potential costs which could be forced on our client if Plaintiffs were not successful.

22. Plaintiffs' Counsel is convinced that the proposed settlement is fair based on the negotiations and a detailed knowledge of the issues present in this action. The length and risks associated with a motion for summary adjudication, trial, and other normal perils of litigation have impacted the value of the claims and were all weighed in reaching the proposed settlement. In light of the above, the proposed Settlement is well within the range of reasonableness and should be granted approval. Plaintiffs believe that in providing employees with relief and obtaining penalties for the LWDA, this settlement furthers the purpose of PAGA to enforce compliance with the Labor Code and should be approved.

23. Accordingly, the gross PAGA penalty payment is highly reasonable in light of the risks and uncertainties associated with the PAGA claims in this case. Additionally, the length and risks associated with a motion for summary adjudication, trial, and other normal perils of litigation have impacted the value of the claims and were all weighed in reaching the proposed settlement. The Settlement commits Defendant to pay a sum large enough to punish Defendant for alleged violations and to deter such alleged conduct in the future. At the same time, in light of the alleged violations and defenses thereto, it is not so large as to be unjust, oppressive or confiscatory. Based upon the foregoing, the proposed settlement is fair, reasonable, and in the best interest of the state of California and the Aggrieved Employees and should be granted approval.

EXPERIENCE OF COUNSEL

24. Lavi & Ebrahimian, LLP is experienced and qualified to evaluate the claims in this case, to evaluate settlement versus trial on a fully informed basis, and to evaluate the viability of the defenses.

25. Lavi & Ebrahimian, LLP, almost exclusively practices in the area of employment law with some consumer class action cases.

26. I graduated from Harvard Law School in 2021. I have been in practice since 2023 and with the law firm of Lavi & Ebrahimian, LLP since July 2023, focusing almost exclusively in the area of employment law, specifically wage and hour class action litigation.

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1 27. I am also familiar with the practice of attorney Vincent Granberry, who is a senior
2 associate with the firm. Mr. Granberry graduated from Sandra Day O'Connor College of Law at
3 Arizona State University in 2010. Mr. Granberry has been in practice since 2011 and with the law
4 firm of Lavi & Ebrahimian, LLP since April 2014, focusing almost exclusively in the area of
5 employment law. Over the last ten years, his practice has focused nearly exclusively on wage and
6 hour class action litigation with a handful of consumer class actions. Super Lawyers Magazine has
7 selected him as a Southern California Rising Star in 2016 through 2025 and as a Super Lawyers
8 Rising Star Up-And-Coming 100 in his field in 2018, and again from 2020 through 2024.

9 28. Finally, I am also familiar with the practice of Lead Counsel Joseph Lavi having
10 worked as an associate with Lavi & Ebrahimian, LLP since July 2023, which has often included
11 reviewing Mr. Lavi's declarations in support of motions for attorneys' fees and/or to seek
12 appointment as Class Counsel. Mr. Lavi graduated from law school in 2000 and has handled
13 numerous cases in all aspects of employment and labor law, including state and federal class actions,
14 wrongful termination, discrimination, harassment and retaliation cases. Mr. Lavi has tried
15 employment cases in State and Federal court, and has argued before various Courts of Appeals, on
16 employment issues such as validity of Arbitration Agreements, Application of Res Judicata in class
17 action cases, and other employment issues. Mr. Lavi has been a panelist and/or speaker for various
18 Employment Law Continuing Legal Education Panels on issues of employment law trials, how to
19 proceed and conduct trials, and proving and winning punitive damages. Mr. Lavi has been named a
20 Southern California Super Lawyer in the area of Plaintiff's employment litigation for Class Actions
21 from 2011-2025. Mr. Lavi has settled dozens of wage and hour class and representative actions and
22 is currently Plaintiff's counsel in many other cases. Some of the class actions that Mr. Lavi has
23 handled against employers on wage and hour issues and on which Mr. Lavi has been approved as
24 class counsel include cases against the following: Kaiser Permanente which settled for \$6,510,000.00;
25 Hustler Casino which settled for \$980,000.00; Chevron Stations Inc., which settled for
26 \$4,500,000.00; Commerce Casino which settled for \$1,575,000.00; BP West Coast Products, which
27 settled for \$4,000,000.00; Kaiser Permanente which settled for \$3,600,000.00, Fuddruckers (as lead

counsel) which settled for \$900,000.00; Movado Retail Group, Inc. (as lead counsel) which settled for \$728,000.00, Chuck-E-Cheese's (as lead counsel) which settled for \$1,900,000.00; Aero-Electric Connector, Inc. (as lead counsel) which settled for \$1,500,000.00; Clougherty Packing, LLC (as lead counsel) which settled for \$4,250,000.00; and Gruma Corporation (as lead counsel) which Defendant's petition to the United States Supreme Court in the matter was denied and the matter settled for \$2,300,000.00. Mr. Lavi has been approved as class counsel by both Federal and California Courts. Mr. Lavi and the other attorneys at Lavi & Ebrahimian who are available to assist me in this case if needed are fully capable of adequately and fairly representing Plaintiffs and the proposed class in this matter.

29. Lavi & Ebrahimian, LLP, and has been appointed Class Counsel in over fifty contested proceedings including the following:

a. *Ischak v. Kaiser Foundation Hospitals, Inc.*, Los Angeles Superior Court Case No. BC343535;

b. *Santana v. El Pollo Loco, Inc.*, Los Angeles Superior Court Case No. BC369846;

c. *Edlin, et al. v. Fuddruckers, Inc.*, United States District Court, Central District of California, Case No. CV-07-3678-ABC;

d. *Chavez, et al. vs. CEC Entertainment, Inc. d/b/a Chukee-Cheeses*, Los Angeles Superior Court Case No. BC380996;

e. *Bustamante, et al. v. Teamone Employment Specialists*, Los Angeles Superior Court Case No. BC383266;

f. *Cervantes, et al. v. Kaiser Foundation Hospitals, Inc.*, Alameda Superior Court Case No. RG 0265835;

g. *Seng Savang v. Club One Casino*; Fresno Superior Court Case No. 05CECG02189;

h. *Norman, et al. v. Movado Retail Group, Inc.*, United States District Court, Central District of California, Case No. CV08-06691 SVW (PLA)

i. *Shand v. G.A.L.A., Inc. dba Giorgio Armani*, Los Angeles Superior Court Case No. BC342588;

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j. *Solis v. Plycraft Industries, Inc.*, Los Angeles Superior Court Case No. BC374816;
k. *Campos v. HWB Carwash, Inc.*, Los Angeles Superior Court Case No. BC378990;
l. *Acosta, et al. v. Texwood Industries*, United States District Court, Central District of California, Case No. CV07-3237-DDP (PLAX);
m. *Arevalo v. Gruma Corporation*, Los Angeles Superior Court Case No. BC410322;
n. *Burrola v. American Promotional Events*, Los Angeles Superior Court Case No. BC412315;
o. *Cortez v. Trader Distribution Services*, Los Angeles Superior Court Case No. BC397208;
p. *Cueva v. Allied Industries, Inc.*, Los Angeles Superior Court Case No. BC399431;
q. *Del Toro v. Petco Animal Supplies, Inc.*, San Diego Superior Court Case No. 37-2009-00103626-CU-OE-CTL;
r. *Garcia v. Home Cooking, Inc.*, Los Angeles Superior Court Case No. BC451148;
s. *Alcantar v. Amerimax Building Products, Inc.*, United States District Court, Central District of California, Case No. CV 10-8916 DDP (CWx);
t. *Arancivias v. Clougherty Packaging, LLC dba Farmer John*, Los Angeles Superior Court Case No. BC432406;
u. *Barajas v. Menzies Aviation, Inc.*, United States District Court, Central District of California, Case No CV-10-02315-JEM;
v. *Barrera v. BHFC Operating, LLC dba Bottega Louie*, Los Angeles Superior Court Case No. BC462603;
w. *Camacho v. American Textile Maintenance Co.*, Los Angeles Superior Court Case No. BC452570;
x. *Cortes v. Monsanto Company*, Ventura Superior Court Case No. 56-2010-00366952-CU-OE-VTA;
y. *Escobar v. Aero-Electric Connector, Inc.*, Los Angeles Superior Court Case No. BC421009;

z. *Gomez v. Bacara Resort & Spa*, Santa Barbara Superior Court Case No. 1341987;

aa. *Gonzalez v. Ashley Furniture Industries, Inc.*, Los Angeles Superior Court Case No. BC425708

bb. *Gonzalez v. Burrtec Waste Industries, Inc.*, Los Angeles Superior Court Case No. BC436879;

cc. *Gutierrez v. Visterra Credit Union*, Riverside Superior Court Case No. RIC10020183;

dd. *Hernandez v. Kruse & Son, Inc.*, Los Angeles Superior Court Case No. BC411849;

ee. *Lopez v. Tecno Industrial Engineering*, Los Angeles Superior Court Case No. BC411134;

ff. *Lowanga v. Continental Currency Services, Inc.*, Orange County Superior Court Case No. 30-2011-0044011-CU-OE-CXC;

gg. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central District of California, Case No. CV 10-0415 ODW (FMOx)

hh. *Lozada v. Classic Party Rentals, Inc.*, Los Angeles Superior Court Case No. BC443792;

ii. *Madrid v. OPI Products, Inc.*, Los Angeles Superior Court Case No. BC451489;

jj. *Martinez v. J. Fletcher Creamer & Son, Inc.*, United States District Court Case No. CV 10-0968-PSG-FMOX;

kk. *Martinez v. Administaff Companies II, L.P.*, Los Angeles Superior Court Case No. BC425799;

ll. *Martinez v. Morgans Hotel Group Management, LLC*, Los Angeles Superior Court Case No. BC446744;

mm. *Sanchez v. La Brea Bakery, Inc.*, Los Angeles Superior Court Case No. BC456420;

nn. *Montenegro v. Ruggeri Marble and Granite, Inc.*, United States District Court, Central District of California, Case No. CV-10-00711 JFW (PLAx);

oo. *Reed v. 99 Cents Only Stores*, Los Angeles Superior Court Case No. BC436793;

pp. *Santos v. Noble Management Group-California, LLC*, United States District Court,

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Central District of California, Case No. CV 10-2594 DSF (VBKx)

qq. *Taylor v. U.S. Healthworks Holding Company, Inc.*, Orange County Superior Court Case No. 30-2011-00473505;

rr. *Valencia Diaz v. Gene Wheeler Farms, Inc.*, Los Angeles Superior Court Case No. BC436235;

ss. *Zad-Behtooie v. Valley Village*, Los Angeles Superior Court Case No. BC451490;

tt. *Bell v. Aidells Sausage Company, Inc.*, Alameda Superior Court Case No. RG10523946;

uu. *Negrete v. Cenveo, Inc.*, United States District Court, Central District of California, Case No. CV 11-09543 DSF (MRWx);

vv. *Bejar v. Exopack-Ontario, Inc.*, Orange County Superior Court Case No. 30-2011-00518396-CU-OE-CXC;

ww. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central District of California, Case No. CV 10-0415 ODW (FMOx);

xx. *Sparks v. Larry Flynt dba Hustler Casino*, Los Angeles Superior Court Case No. BC320172;

yy. *Morris v. Chevron Stations, Inc.*, Los Angeles Superior Court Case No. BC361380;

zz. *Marino v. BP West Coast Products, LLC*, Los Angeles Superior Court Case No. BC357987.

ATTORNEY'S FEES

30. Under the terms of the Settlement Agreement, Plaintiffs' Counsel is requesting \$291,666.67 in attorney's fees. This amount is equal to one-third of the \$875,000.00 agreed upon by the parties as the Gross Settlement Amount.

31. Plaintiffs' Counsel has spent a considerable amount of time extensively investigating, researching, and litigating this matter, including but not limited to the following:

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- a. Reviewing Plaintiffs' documents, speaking to Plaintiffs, preparing the Notice to the LWDA, drafting and preparing the complaint, and legal research into the viability of Plaintiffs' claims;
- b. Reviewing and researching Defendant's Answer;
- c. Reviewing and opposing Defendant's Motion to Compel Arbitration;
- d. Reviewing data and documents produced in informal discovery by Defendant;
- e. Communicating with Plaintiffs, Defense Counsel, and proposed settlement administrators;
- f. Preparing the Settlement Agreement and moving papers for approval;
- g. Negotiating and corresponding with Defendant's counsel in reaching the settlement at issue before the Court; preparing and appearing for approval.

32. Mr. Lavi and I and other attorneys at Lavi & Ebrahimian made every effort to litigate this action in an efficient and cost-effective manner. Given his years of experience, his trial and appellate experience, and the focus of his practice, if Mr. Lavi were to charge for his type of work by the hour, his current hourly rate would be \$1,000 per hour. Mr. Granberry's hourly rate would be \$750 per hour. My hourly rate would be \$675 per hour. The hourly rates for Anwar Burton, Pooja Patel, and William Tran would also be \$675 per hour. These rates are the firm's current billing rates and are warranted by the extensive and specialized experience in these types of cases and recognized expertise described and are in line with the Laffey Matrix. (See **Exhibit 6** available at <http://www.laffeymatrix.com/see.html>.) California Courts have applied the Laffey Matrix with adjustments to the specific California locality where the Counsel's office is located based on "Locality Pay Tables." (*Syers Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691, 695-696 [affirming fee award based on Laffey Matrix with upward 9 percent rate adjustment from D.C. area compared to San Francisco Bay Area based on Locality Pay Tables]; *In re HPL Techs., Inc., Secs. Litig.* (N.D. Cal. April 22, 2005, No. C-02-3510 VRW) 365 F.Supp.2d 912, 921-922 [using Laffey Matrix with upward adjustment of 9 percent for San Francisco based on difference between D.C. Area 's +15.98 locality pay compared to San Francisco's +26.39 percent locality pay differential from the federal

1 courts' "Judiciary Salary Plan Pay Tables."].) Here, Plaintiff's Counsel's offices are located in Los
2 Angeles County. For 2025, the Locality Pay Tables (and Judiciary Salary Plan Pay Tables referred to
3 in *In re HPL Techs., Inc.*), state a 36.47% locality payment for the Los Angeles-Long Beach, CA
4 area, and a 33.95% locality payment for the Washington-Baltimore-Arlington area, resulting in an
5 increase of 2.52% for Los Angeles County. (**Exhibits 7-8**) [2025 Locality Pay Tables for Washington-
6 Baltimore-Arlington and Los Angeles-Long Beach, CA available at [https://www.opm.gov/policy-](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2025/general-schedule/)
7 [data-oversight/pay-leave/salaries-wages/2025/general-schedule/](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2025/general-schedule/)]; (**Exhibits 9-10**) [Judiciary Salary
8 Plan Pay Tables available at [http://www.uscourts.gov/careers/compensation/judiciary-salary-plan-](http://www.uscourts.gov/careers/compensation/judiciary-salary-plan-pay-rates)
9 [pay-rates](http://www.uscourts.gov/careers/compensation/judiciary-salary-plan-pay-rates)]; (**Exhibit 11**) [2025 Locality Pay Area Definitions defining counties within Los Angeles-
10 Long Beach, CA area available at [https://www.opm.gov/policy-data-oversight/pay-leave/salaries-](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2025/locality-pay-area-definitions/)
11 [wages/2025/locality-pay-area-definitions/](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2025/locality-pay-area-definitions/)].) In applying the 2.52% locality increase for attorneys
12 working in Los Angeles County over the Washington-Baltimore area stated in the Laffey Matrix, the
13 2024/2025 Laffey Matrix states the following relevant rates: \$485 for attorneys 1 to 3 years out of
14 law school, \$595 for attorneys 4 to 7 years out of school, \$860 for attorneys 8 to 10 years out of
15 school, \$972 for attorneys 11 to 19 years out of law school and \$1,170 for attorneys 20 plus years out
16 of law school.

17 33. I have personal knowledge of the hourly rates charged by other attorneys with
18 comparable experience. Based on that information, I believe that our rates are fully consistent with
19 the market rate for attorneys with comparable expertise, experience and qualifications. Based on the
20 information I have, I further believe that our rates are reasonable and appropriate fees for Los Angeles
21 attorneys with comparable expertise, experience, and qualifications.

22 34. I have spent at least 20 hours on this matter for a lodestar amount to date of at least
23 \$13,500 (20 x \$675 = \$13,500).

24 35. Throughout the course of this litigation, Joseph Lavi estimates that he has spent at least
25 35 hours litigating this matter. Accordingly, Mr. Lavi's unadjusted lodestar in this matter is \$35,000
26 (35 x \$1,000 = \$35,000).

27
28 **DECLARATION OF EVE HOWE IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF
PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND FOR AWARD OF ATTORNEYS' FEES AND
COSTS**

1 36. Throughout the course of this litigation, Vincent Granberry estimates that he has spent
2 at least 40 hours litigating this matter. Accordingly, Mr. Granberry's unadjusted lodestar in this matter
3 is \$30,000 (40 x \$750 = \$30,000).

4 37. Based on a review of records, I have estimated that Anwar Burton spent at least 10
5 hours working on this matter and at his rate of \$675 an hour, his total lodestar is \$6,750 (10 x \$675 =
6 \$6,750).

7 38. Based on a review of records, I have estimated that Pooja Patel spent at least 5 hours
8 working on this matter and at her rate of \$675 an hour, her total lodestar is \$3,375 (5 x \$675 = \$3,375).

9 39. Based on a review of records, I have estimated that William Tran spent at least 5 hours
10 working on this matter and at his rate of \$675 an hour, his total lodestar is \$3,375 (5 x \$675 = \$3,375).

11 40. Therefore, Lavi & Ebrahimian's lodestar amounts to \$90,000 with more lodestar to be
12 incurred through approval and distribution of the settlement funds, which is warranted and reasonable
13 under settled precedent and the results obtained.

14 41. The requested attorneys' fees are justified here due to the contingent nature of the
15 representation, the risks involved, the complexity of the issues, the high quality of legal work
16 performed, and the excellent results obtained. After initially calculating the combined lodestar, the
17 Court may adjust the lodestar based on several factors in order to "fix a fee at the fair market value
18 for the particular action." *Ketchum v. Moses* (2001) Cal.4th 1122, 1132; *Graham v. Daimler Chrysler*
19 *Corp.* (2004) 34 Cal.4th 553, 574. These additional factors include the contingent risk of litigation,
20 the novelty and complexity of the issues, and exceptional results obtained. *Ketchum*, 24 Cal.4th at
21 1132, *Serrano III*, 20 Cal.3d at 48.

22 42. Moreover, the case involved significant risks of non-payment of attorneys' fees and
23 non-recovery of costs if the settlement was not granted approval, or if Plaintiffs did not prevail.
24 California courts consider the risks counsel takes in litigating a case where they may not prevail on
25 the merits in granting attorneys' fees awards. *See Graham v. Daimler Chrysler Corp.*, 34 Cal.4th 553,
26 583 (Cal. 2004). Thus, not only are Plaintiffs' Counsel's rates reasonable and typical, but the
27 attorneys' fees requested are also fair and reasonable.

ATTORNEY'S COSTS

43. The settlement allows for a request of up to \$40,000 in litigation costs. Class Counsel has actually expended \$40,104.65 in costs in this case (\$17,330.68 for Lavi & Ebrahimian, LLP and \$22,773.97 for Haffner Law PC). All costs were reasonably incurred in prosecution of the lawsuit and paid on a contingency basis. A large portion of these costs were associated with filing fees for this case; the remainder was reasonably incurred in prosecution of the lawsuit. Therefore, Class Counsel seeks the costs in the amount of \$40,000 as reimbursement of such costs is appropriate and reasonable. Attached as Exhibit 2 is a true and correct record of the costs incurred to date by Lavi & Ebrahimian, LLP.

EXHIBITS

44. Attached as **Exhibit 1** to this declaration is a true and correct copy of the settlement agreement.

45. Attached as **Exhibit 2** to this declaration is a true and correct copy of Lavi & Ebrahimian's costs to date in this matter.

46. Attached as **Exhibit 3** to this declaration is a true and correct copy of the Declaration of Hector Martinez.

47. Attached as **Exhibit 4** to this declaration is a true and correct copy of printouts from the 2014 National Law Journal sampling of California firm billing rates.

48. Attached as **Exhibit 5** to this declaration is a true and correct copy of the 2008 National Law Journal sampling of billing rates.

49. Attached as **Exhibit 6** to this declaration is a true and correct printout of the Laffey Matrix available at <http://www.laffeymatrix.com/see.html>.

50. Attached as **Exhibit 7** to this declaration is a true and correct copy of the 2025 Locality Pay Table for Washington-Baltimore-Arlington available at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/pdf/2025/DCB.pdf>.

1 51. Attached as **Exhibit 8** to this declaration is a true and correct copy of the 2025 Locality
2 Pay Table for Los Angeles-Long Beach, CA available at [https://www.opm.gov/policy-data-](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/pdf/2025/LA.pdf)
3 [oversight/pay-leave/salaries-wages/salary-tables/pdf/2025/LA.pdf](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/pdf/2025/LA.pdf).

4 52. Attached as **Exhibit 9** to this declaration is a true and correct copy of the Judiciary
5 Salary Plan Pay Table for Washington-Baltimore-Arlington available at
6 https://www.uscourts.gov/sites/default/files/2024-12/jsp_washington_2025.pdf.

7 53. Attached as **Exhibit 10** to this declaration is a true and correct copy of the Judiciary
8 Salary Plan Pay Table for Los Angeles-Long Beach, CA available at
9 https://www.uscourts.gov/sites/default/files/2024-12/jsp_los_angeles_2025.pdf.

10 54. Attached as **Exhibit 11** to this declaration is a true and correct copy of 2025 Locality
11 Pay Area Definitions defining counties within Los Angeles-Long Beach, CA area available at
12 [https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2025/locality-pay-area-](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2025/locality-pay-area-definitions/#LosAngeles-LongBeachCA)
13 [definitions/#LosAngeles-LongBeachCA](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2025/locality-pay-area-definitions/#LosAngeles-LongBeachCA).

14 55. Attached as **Exhibit 12** to this declaration is a true and correct copy of the LWDA
15 confirmation of submission of the Settlement in this matter.

16 I declare under penalty of perjury under the laws of the State of California that the foregoing is
17 true and correct.

18 Dated: July 11, 2025

/s/ Eve Howe
Eve Howe

“EXHIBIT 1”

JOINT STIPULATION AND SETTLEMENT AGREEMENT
Marie Burroughs v. United Parcel Service, Inc., et al.
San Bernardino County Superior Court, Case No. CIVDS1936788
and
Hector Martinez v. Manpower US, Inc., et al.
San Bernardino County Superior Court, Case No. CIVDS2010376

Subject to approval by the Court, this Settlement Agreement is between Plaintiffs Marie Burroughs (“Burroughs”) and Hector Martinez (“Martinez”) (collectively Burroughs and Martinez are referred to herein as “Plaintiffs”), on behalf of themselves, all other all non-exempt employees in California who were employed by Defendant Manpower US, Inc. (“Manpower” or “Defendant”) and placed to work at UPS Supply Chain Solutions, Inc. (“UPS”) facilities. Plaintiffs and Defendant collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

In addition to the other terms defined in this Agreement, the terms below have the following meaning:

- A. **Action**: Collectively, the “Action” refers to (1) the lawsuit brought by Burroughs on behalf of herself and Aggrieved Employees in the San Bernardino County Superior Court on December 4, 2019, entitled *Marie Burroughs v. United Parcel Service, Inc., et al.* (Case No. CIVDS1936788); and (2) the lawsuit brought by Martinez on behalf of himself and Aggrieved Employees in the San Bernardino County Superior Court on May 29, 2020, entitled *Hector Martinez v. Manpower US Inc.; et al.* (Case No. CIVDS2010376).
- B. **Administration Costs**: The costs incurred by the Settlement Administrator to administer this Settlement, which shall not exceed Twenty Thousand Dollars (\$20,000). All Administration Costs shall be paid from the Gross Settlement Amount. Any amount not awarded by the Court or needed by the Settlement Administrator will become part of the Net Settlement Amount for distribution to Aggrieved Employees.
- C. **Aggrieved Employees**: All current and former non-exempt employees who worked for Defendant in California and who were placed at a UPS facility during the period of July 15, 2018 through court approval of this settlement.
- D. **Agreement, Settlement Agreement, Joint Stipulation, or Settlement**: The settlement agreement reflected in this document, titled “Joint Stipulation and Settlement Agreement.”
- E. **Attorney Fee Award**: The amount, not to exceed one-third of the Gross Settlement Amount, currently Two Hundred Ninety-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$291,666.67), finally approved by the Court and

awarded to Plaintiffs' Counsel. The Attorney Fee Award shall be paid from the Gross Settlement Amount and will not be opposed by Defendant. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Aggrieved Employees.

- F. **Cost Award:** The amount that the Court orders Defendant to pay Plaintiffs' Counsel for payment of actual litigation costs, which shall not exceed Forty Thousand Dollars (\$40,000.00). The Cost Award will be paid from the Gross Settlement Amount and will not be opposed by Defendant. The Cost Award is subject to Court approval. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Aggrieved Employees.
- G. **Counsel for Defendant:** Allison Wallin and Jannine Kranz of Littler Mendelson, P.C.
- H. **Defendant:** Manpower US, Inc., which was erroneously named and sued as ManpowerGroup, US Inc.
- I. **Disbursement of the Settlement:** The dates on which the Settlement Administrator shall disburse the Gross and Net Settlement Amounts as instructed herein.
- J. **Effective Date:** The later of: (i) the sixty-fifth (65) day after the Court enters a Judgment on its Order Approving the PAGA Settlement, provided no appeal has been initiated and no motion to vacate has been filed; or (ii) if such an appeal or motion to vacate is timely initiated, five (5) business days after final resolution of that appeal or motion (including any requests for rehearing or appeals, including petitions for certiorari), resulting in final judicial approval of the Settlement.
- K. **Funding of Settlement:** The Gross Settlement Amount will be wired by Defendant to the settlement administrator within thirty (30) calendar days after the Effective Date.
- L. **Final Judgment:** The final order entered by the Court approving this settlement.
- M. **Gross Settlement Amount or GSA:** The total value of the Settlement is a non-reversionary Eight Hundred Seventy-Five Thousand Dollars and Zero Cents (\$875,000.00). This is the maximum amount Defendant can be required to pay under this Settlement Agreement. The Gross Settlement Amount includes: (1) the Net Settlement Amount to be paid to Aggrieved Employees; (2) the Attorney Fee Award and Cost Award to Plaintiffs' Counsel for attorneys' fees and costs, as approved by the Court; (3) Service Award(s) to Plaintiffs (4) the Administration Costs, as approved by the Court; and (5) the LWDA Payment to the LWDA, as approved by the Court. No portion of the Gross Settlement Amount will revert to Defendant for any reason.

- N. **Individual Payment(s)**: The amount payable to each Aggrieved Employee under the terms of this Agreement.
- O. **LWDA**: California Labor and Workforce Development Agency.
- P. **LWDA Payment**: Seventy-five percent (75%) of the Net Settlement Amount that shall be paid to the LWDA.
- Q. **Net Settlement Amount or NSA**: the total amount of money available for payout to Aggrieved Employees, which is the GSA less the payment to the LWDA, Attorney Fee Award, Cost Award, Service Award(s) to Plaintiffs, and Administration Costs.
- R. **PAGA**: The California Labor Code Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698 *et seq.*).
- S. **PAGA Notice or Notice**: The Notice of PAGA Settlement, substantially similar to the form attached hereto as **Exhibit A**, subject to Court approval, which will accompany each Individual Payment check.
- T. **PAGA Period**: July 15, 2018 to approval of this settlement by the Superior Court.
- U. **PAGA Representatives or Plaintiffs**: Marie Burroughs and Hector Martinez.
- V. **Plaintiffs' Counsel**: Joshua Haffner and Trevor Weinberg of Haffner Law PC, and Joseph Lavi and William Tran of Lavi & Ebrahimian, LLP.
- W. **Qualified Settlement Fund or QSF**: The Parties agree that the Gross Settlement Amount is intended to be a "Qualified Settlement Fund" under Section 468B of the Code and Treasury Regulations § 1.468B-1, 26 C.F.R. § 1.468B-1 *et seq.*, and will be administered by the Settlement Administrator as such. The Parties and Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.
- X. **Released Claims**: Plaintiffs, individually and as the representatives acting as a proxy or agent of the LWDA, and all Aggrieved Employees shall release the Released Parties for all claims for penalties under the California Private Attorneys' General Act (Labor Code section 2698, *et seq.*) that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint filed in the Action and/or Plaintiffs' pre-filing letters to the LWDA on July 15, 2019, and February 20, 2020 (attached hereto as **Exhibits B and C**), or ascertained in the course of the Action. This includes, but is not limited to, any claim for PAGA penalties based on violations of Labor Code sections 201, 202,

203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1194, 1197, 1198, 6720, and the Industrial Welfare Commission Wage Orders.

The express purpose of this Agreement and the Judgment to be entered by the Court following approval of this settlement is to forever bar Plaintiffs, the Aggrieved Employees, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA from asserting any of the Released Claims in any future litigation. It is the intent of the Parties that, to the greatest extent provided by law, including under the holding of *Arias v. Super. Ct.* (2009) 46 Cal. 4th 969, 986, the ability of Plaintiffs, the State of California or any Aggrieved Employee to bring the Released PAGA Claims on behalf of the LWDA is completely and forever foreclosed. Any Party to this Agreement or intended third-party beneficiary may use the Agreement to assert that this settlement and the judgment to be entered by the Court following approval by this settlement bars any later-filed action asserting any of the Released Claims against any of the Released Parties at any time from July 15, 2018 through court approval of this settlement.

- Y. **Released Parties:** Defendant and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, successors, assigns, and affiliates, joint venturers, as well as its past, present and future owners, officers, directors, employees, associates, partners, shareholders, members, agents, attorneys, insurers, and reinsurers, and any individual or entity that could be jointly liable with Defendant including but not limited to ManpowerGroup US, Inc. and UPS Supply Chain Solutions, Inc.
- Z. **Service Award:** In consideration of Plaintiffs' services in this action, Plaintiffs Marie Burroughs and Hector Martinez will each receive a payment in the amount of up to \$2,000, for a total of \$4,000. The Service Award is subject to the Court's approval and will be paid only from the Gross Settlement Amount. Any portion of the Service Award not awarded by the Court will be added to the Net Settlement Amount.
- AA. **Settlement Administration:** The Settlement Administrator will conduct a skip trace for the address of all former employee Aggrieved Employees and run the names of all Aggrieved Employees through the National Change of Address ("NCOA") database to determine any updated addresses. The Settlement Administrator will mail the Individual Payment checks and Notice by first class U.S. mail to all Aggrieved Employees. The Notice will inform Aggrieved Employees of the resolution of the Action and their entitlement to the enclosed settlement payment.
- BB. **Settlement Administrator:** The third-party administrator agreed upon by Parties to administer this Settlement is Simpluris.
- CC. **Superior Court:** San Bernardino County Superior Court.

II. RECITALS

- A. **Burroughs' PAGA Notice.** Plaintiff Marie Burroughs sent her Notice of Labor Code Violations Pursuant to Labor Code § 2699.3 on July 15, 2019. (*See Exhibit B*). In the letter, Burroughs apprised the LWDA of her wage and hour claims against Defendant. Burroughs' notice alleged that numerous violations of the California Labor Code, including but not limited to, failing to pay all wages, failing to provide lawful meal periods, failing to provide accurate itemized wage statements, and failing to pay all wages owed at termination.
- B. **Burroughs' Action.** On December 4, 2019, Burroughs filed her lawsuit against Defendant (erroneously named and sued as ManpowerGroup US, Inc.) in the San Bernardino Superior Court, Case No. CIVDS1936788, alleging a cause of action for PAGA penalties. Burroughs filed her operative First Amended Complaint on May 1, 2023, alleging a cause of action on behalf of herself and all other similarly situated employees under the PAGA for failure to provide meal and rest breaks, failure to pay all wages owed, including overtime, failure to provide timely and accurate wage statements, failure to pay all wages owed at the time of termination, and unfair competition.
- C. **Martinez's PAGA Notice.** Plaintiff Hector Martinez sent his Notice of Labor Code Violations Pursuant to Labor Code § 2699.3 on February 20, 2020. (*See Exhibit C*). In the letter, Martinez apprised the LWDA of his wage and hour claims against Defendant. Martinez's notice alleged that Defendant violated the California Labor Code by failing to pay all wages owed, failing to pay compensation at the minimum wage rate, failing to pay overtime, failing to provide lawful meal and rest breaks, failing to provide accurate itemized wage statements, failing to maintain reasonable temperatures in the employee work areas, and failing to pay all wages owed at termination.
- D. **Martinez's Action.** On May 29, 2020, Martinez filed his lawsuit against Defendant in the San Bernardino Superior Court, Case No. CIVDS2010376, alleging a cause of action for PAGA penalties on behalf of himself and all other similarly situated employees for failure to pay minimum wages for all hours worked, failure to pay overtime wages for overtime hours worked, failure to authorize or permit meal or rest periods, failure to maintain reasonable temperatures, failure to provide complete and accurate wage statements, and failure to timely pay wages owed at the time of termination.
- E. **Second Amended Complaint.** Plaintiffs' lawsuits are both pending in Department S26 of the San Bernardino County Superior Court. As part of this Settlement, Plaintiff Burroughs agrees to file a Second Amended Complaint adding Martinez as a plaintiff, and consolidating the claims of all the Plaintiffs and reflecting the scope of the claims settled and released herein (the "Operative Complaint"). Burroughs' Second Amended Complaint will allege claims for PAGA penalties predicated on the same or similar facts and/or claims alleged in the Action and/or

any PAGA Notices sent to the LWDA by Plaintiffs. The Parties agree that as part of the Parties' efforts to obtain court approval of this Settlement, that Plaintiff Martinez will dismiss his lawsuit without prejudice once Plaintiff Burroughs files the Second Amended Complaint adding Martinez as a named Plaintiff.

- F. Mediation.** The Parties attended mediation with respected wage and hour mediator Hon. Ronald M. Sabraw (Ret.) on September 10, 2024, and subsequently were able to reach a settlement for the full resolution of the Action pursuant to a mediator's proposal on September 20, 2024.
- G. Benefits of Settlement to Aggrieved Employees.** Plaintiffs recognize the expense and length of continued proceedings necessary to continue the litigation against Defendant through trial and through any possible appeals. Plaintiffs also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Plaintiffs have conducted extensive settlement negotiations. Based on the foregoing, Plaintiffs believe the settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Aggrieved Employees.
- H. Defendant's Reasons for Settlement.** Defendant recognizes that the defense of the Action will be protracted and expensive. Substantial amounts of time, energy, and resources of Defendant have been and, unless this settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiffs. Defendant, therefore, has agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Claims.
- I. Defendant's Denial of Wrongdoing.** Defendant generally and specifically denies any and all liability or wrongdoing of any sort with regard to any of the claims alleged, and make no concessions or admissions of liability of any sort. Defendant asserts a number of defenses to the claims, and have denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. There has been no final determination by any court as to the merits of the claims asserted by Plaintiffs against Defendant.
- J. Plaintiffs' Claims.** Neither this Agreement nor any documents referred to or contemplated herein, nor any action taken to carry out this Agreement is, may be construed as, or may be used as an admission, concession or indication by or against Plaintiff or Aggrieved Employees, as to the merits of any claims or defenses asserted, or lack thereof, in the Action. However, in the event that this Settlement is finally approved by the Court, the Plaintiffs or Aggrieved Employees will not oppose Defendant's efforts to use this Agreement to prove that Plaintiffs and

Aggrieved Employees have resolved and are forever barred from re-litigating the Released Claims.

III. SETTLEMENT TERMS AND CONDITIONS

- A. Gross Settlement Amount.** Subject to the terms and conditions of this Agreement the Gross Settlement Amount that Defendant is obligated to pay under this Settlement Agreement is Eight Hundred Seventy-Five Thousand Dollars and Zero Cents (\$875,000.00).
- B. Escalator Provision:** If the number of pay periods in the PAGA Period exceeds 28,924 by more than 10% (i.e., exceeds 31,816), Defendant will have the option to either: (1) increase the gross settlement amount on a pro-rata basis for the excess pay periods over 10% (i.e., if the number of pay periods exceeds 28,924 by 11%, the gross settlement amount shall increase by 1%); or (2) end the PAGA Release Period on a date so as not to exceed 31,816 pay periods to avoid increasing the gross settlement sum of \$875,000.00.
- C. Individual Payments to Aggrieved Employees.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Payment from the NSA to each Aggrieved Employee.
- 1. Individual Payment Calculation.** Each Aggrieved Employee will receive a proportionate share of the NSA that is equal to (i) the number of pay periods he or she worked for Manpower and was placed at a UPS facility in California during the PAGA Period based on the Database provided by Defendant, divided by (ii) the total number of pay periods worked by all Aggrieved Employees based on the same Database, which is then multiplied by the NSA. One day worked in a given pay period will be credited as a pay period for purposes of this calculation. Therefore, the value of each Aggrieved Employee's Individual Payment ties directly to the amount of pay periods that he or she worked.
 - 2. Tax Withholdings.** Each Aggrieved Employee's gross settlement award will be apportioned as 100% penalties and be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms which the Settlement Administrator shall be responsible for issuing.
- D. Recipients of GSA Disbursement.** Subject to the terms and conditions of this Agreement, the Settlement Administrator shall disburse the GSA as directed later on herein to the following:
- 1. To Plaintiffs' Counsel.** Plaintiffs' Counsel will apply to the Court for, and Defendant agrees not to oppose, a total Attorney Fee Award not to exceed one-third (currently \$291,666.67) of the GSA and a Cost Award not to

exceed Forty Thousand Dollars and Zero Cents **\$40,000.00**. The Settlement Administrator will pay the court-approved amounts for the Attorney Fee Award and Cost Award out of the GSA. Payroll tax withholding and deductions will not be taken from the Attorney Fee Award or the Cost Award. IRS Forms 1099 will be issued to Plaintiffs' Counsel with respect to the Attorney Fee Award. In the event the Court does not approve the entirety of the application for the Attorney Fee Award and/or Cost Award, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendant nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Plaintiffs' Counsel for the Attorney Fee Award and/or Cost Award, the difference shall become part of the NSA and be available for distribution to Aggrieved Employees. If the Escalator Provision in Paragraph III.B above is triggered, Plaintiffs' Counsel may request one-third of the increased GSA as an Attorney Fee Award.

2. **To the Settlement Administrator.** The Settlement Administrator will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court not to exceed **\$20,000**. This will be paid out of the GSA. If the actual amount of Administration Costs is less than the amount estimated and/or requested, the difference shall become part of the NSA and be available for distribution to Aggrieved Employees.
3. **To the LWDA.** The Settlement Administrator will pay the LWDA Payment seventy-five percent (75%) of the Net Settlement Amount to the LWDA, currently estimated to be **\$389,500.00**.
4. **To Aggrieved Employees.** The Settlement Administrator will pay Aggrieved Employees according to the Individual Payment calculations set forth above.
5. **To the Plaintiffs.** The Settlement Administrator will pay Plaintiffs the Court-approved Service Award, which is not to exceed \$2,000 to each Plaintiff for a total of no more than \$4,000. The Settlement Administrator shall issue an IRS Form 1099 to each Plaintiff for this Service Award.

E. **Appointment of Settlement Administrator.** Solely for the purposes of this Settlement, the Parties stipulate and agree to the appointment of the Settlement Administrator. The Settlement Administrator shall be responsible for performing skip traces and NCOA searches on Aggrieved Employee addresses; preparing and mailing Notices and Individual Payment checks to Aggrieved Employees; calculating each Aggrieved Employee's Individual Payment; providing a declaration for submission to the Court prior to the Settlement Approval hearing; calculating and mailing the LWDA Payment to the LWDA; distributing the Attorney Fee Award and Cost Award to Plaintiffs' Counsel; distributing the Service

Award to Plaintiffs; calculating and paying amounts owed, if any, to the appropriate tax authorities; printing and providing Aggrieved Employees with 1099 forms as required under this Agreement and applicable law; providing a due diligence/post-disbursement declaration for submission to the Court upon the completion of the Settlement; providing any funds remaining in the GSA as a result of uncashed checks to the State of California unclaimed property fund in the name of the Aggrieved Employee, in the amounts directed per this Settlement, including the administration of related tax reimbursements, if any; and for such other tasks as the Parties mutually agree. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

F. Procedure for Approving Settlement.

1. Motion for Settlement Approval.

- a. Plaintiffs will move for an order granting approval of the Settlement.
- b. At the same time that Plaintiffs file the Motion for Settlement Approval, Plaintiffs shall send a copy of the Agreement to the LWDA pursuant to the 2016 amendments to PAGA.
- c. At the Settlement Approval hearing, the Plaintiffs will appear, support the granting of the motion, and submit a proposed order granting approval of the Settlement.
- d. Should the Court decline to approve all material aspects of the Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it. Provided, however, that the amounts of the Attorney Fee Award, Cost Award, Service Award, and Administration Costs shall be determined by the Court, and the Court's determination on these amounts shall be final and binding, and that the Court's approval or denial of any amount requested for these items are not conditions of this Settlement Agreement, and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Settlement. Any order or proceeding relating to an application for the Attorney Fee Award, Cost Award, Service Award, and Administration Costs shall not operate to terminate or cancel this Settlement Agreement. Nothing in this Agreement shall limit Plaintiffs' ability to appeal any decision by the Court to award less than the requested Attorney Fee Award, Cost Award, Service Award, and Administration Costs.

- e. **Proposed Order and Judgment.** Upon Approval of the Settlement, the Parties shall present to the Court a proposed Approval Order, approving of the Settlement and entering Judgment in accordance therewith. After entry of Judgment, the Court shall have continuing jurisdiction over the Action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters; and (3) addressing such post-Judgment matters as may be appropriate under Court rules and applicable law.
2. **Notice and Disbursement to Aggrieved Employees.** After the Court enters its Approval Order, every Aggrieved Employee will be provided with a Notice accompanying his or her Individual Payment check in accordance with the following procedure:
- a. **Database.** Within fifteen (15) business days after the Effective Date, Defendant shall deliver to the Settlement Administrator an electronic database, which will list for each Aggrieved Employee: (1) first and last name; (2) last known mailing address; (3) social security number; and (4) the total number of pay periods during which the Aggrieved Employee performed work during the PAGA Period as an Aggrieved Employee (“Database”). If any or all of this information is unavailable to Defendant, Defendant shall provide all contact information they have for said Aggrieved Employee to the Settlement Administrator. The Database shall be based on Defendant’s payroll, personnel, and other business records. The Settlement Administrator will conduct a skip trace for the address of all Aggrieved Employees who are former employees of Defendant and an NCOA search on all addresses. The Settlement Administrator shall maintain the Database and all data contained within the Database as private and confidential.
 - b. **Funding the Settlement:** Defendant will wire the Gross Settlement Amount to the settlement administrator within thirty (30) calendar days after the Effective Date. As a condition precedent to when the 30-day period shall start to run, the Settlement Administrator must provide Defendant with valid instructions in writing for the wire transfer.
 - c. **Settlement Administrator’s Disbursement Duties.** Subject to the Court approving the Settlement, the Settlement Administrator shall distribute all funds pursuant to the terms of this Agreement and the Court’s Approval Order and Judgment. The Settlement Administrator shall keep Defendant’s Counsel and Plaintiffs’ Counsel apprised of all distributions from the GSA. The

Settlement Administrator shall respond to questions from Defendant's Counsel and Plaintiffs' Counsel.

- d. **Disbursement:** The Settlement Administrator will disburse the GSA within fifteen (15) business days after funding, as instructed herein. The Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid to Aggrieved Employees; (2) the Attorney Fee Award and Cost Award to Plaintiffs' Counsel, as approved by the Court; (3) the Administration Costs, as approved by the Court; (4) Service Award to the Plaintiffs; and (5) the LWDA Payment.
 - e. **Returned Notices and Checks.** If a Notice and Individual Settlement Check are returned because of an incorrect address, within five (5) business days from receipt of the returned Notice, the Settlement Administrator will conduct a search for a more current address for the Aggrieved Employee and re-mail the Notice and Individual Payment check to the Aggrieved Employee. The Settlement Administrator will use the NCOA and skip traces to attempt to find the current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Aggrieved Employee for whom a Notice and Individual Payment check is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; calling Aggrieved Employees to determine an accurate mailing address if none can be found; and promptly re-mailing the Notice and Individual Settlement Check to Aggrieved Employees for whom new addresses are found. If the PAGA Notice is re-mailed, the Settlement Administrator will note for its own records the date and address of each re-mailing.
3. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, then the Parties and their respective counsel waive any and all rights to appeal from the Judgment, including, but not limited to, all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside judgment, and any extraordinary writ, and the Judgment will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceeding, or post-judgment proceeding.
4. **Vacating, Reversing, or Modifying Judgment on Appeal.** If, after a notice of appeal, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement, and

that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then this Settlement will become null and void and the Parties will have no further obligations under it. A material modification would include, but not necessarily be limited to, any alteration of the GSA, an alteration in the calculation of the NSA, and any change to the calculation of the Individual Payments.

5. **Final Report by Settlement Administrator.** Within ten (10) business days after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds.
 6. **Uncashed Checks.** Aggrieved Employees must cash or deposit their Individual Payment checks within one hundred and eighty (180) calendar days after the checks are mailed to them.
 - a. **Reminder Postcard.** If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next ninety (90) days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced.
 - b. **Uncashed Checks.** If any checks remain uncashed or not deposited by the expiration of the 90-day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, cancel the checks. All funds associated with the Individual Payment checks returned as undeliverable and funds associated with those Individual Payment checks remaining un-cashed, shall be transmitted by the Settlement Administrator to the State of California unclaimed property fund in the name of the Aggrieved Employee.
 7. **Defendant's Legal Fees.** Defendant is responsible for paying for all of Defendant's own legal fees, costs, and expenses incurred in this Action outside of the GSA.
- G. **Release of Claims.** Upon the Effective Date, as defined above as definition J, Plaintiffs, individually and as the representative acting as a proxy or agent of the LWDA, and all Aggrieved Employees shall release the Released Claims, as defined above as definition X, against the Released Parties.
- H. **Miscellaneous Terms**

1. **No Admission of Liability.** Defendant makes no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendant reserves the right to contest liability if the Settlement is not approved. Defendant denies it engaged in any unlawful activity, failed to comply with the law in any respect, or has any liability to anyone under the claims asserted in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant of liability or wrongdoing. This Settlement and Plaintiffs' and Defendant's willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with this Settlement).
2. **No Effect on Employee Benefits.** The Individual Payments paid to Plaintiffs and Aggrieved Employees shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacation, holiday pay, retirement plans, etc.) of Plaintiffs or the Aggrieved Employees. The Parties agree that any Individual Payment paid to Plaintiffs or the Aggrieved Employees under the terms of this Agreement do not represent any modification of Plaintiffs' or Aggrieved Employees' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendant.
3. **Authorization to Enter Into Settlement Agreement.** Plaintiffs' Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.
4. **Publicity and Confidentiality**
 - a. **Communication by Counsel:** Plaintiffs' Counsel agrees that they will not initiate communications with the Aggrieved Employees during the settlement approval process. Nothing will prevent Plaintiffs' Counsel from responding to inquiries from Aggrieved Employees. For its part, Defendant agrees that it shall refer any

questions from Aggrieved Employees to the Settlement Administrator.

- b. **No Media:** No public comment, communications to media, or any form of advertising or public announcement (including social media) regarding the case shall be made by Plaintiffs or Plaintiffs' Counsel at any time.
 - c. **Confidentiality:** Prior to filing of the joint stipulation and/or motion(s) for approval, no Party shall discuss or publish the terms of the settlement or the negotiations leading to settlement with any person other than the named Plaintiffs.
 - d. **Disclosure by Plaintiffs' Counsel Only for Adequacy Declarations:** Plaintiffs' Counsel may disclose publicly available information about the case only to the extent they do so in declarations establishing their adequacy as counsel in other cases, as required by the Court and to notify the LWDA of the resolution of the Action.
5. **Exhibits and Headings.** The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.
6. **Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Settlement Approval hearing to be conducted by the Court. The Parties further agree that upon the signing of this Settlement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.
7. **Amendment or Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest.
8. **Agreement Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.

9. **No Prior Assignment.** Plaintiffs hereby represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.
10. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
11. **Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
12. **No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Aggrieved Employees will assume any such tax obligations or consequences that may arise from this Agreement, and that Aggrieved Employees shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Aggrieved Employee, such Aggrieved Employee assumes all responsibility for the payment of such taxes.
13. **Agreement Limitations.** Nothing in this Agreement prohibits Plaintiffs or any Aggrieved Employee from voluntarily reporting possible violations of law or regulation to any government agency, including, but not limited to, the Department of Justice, the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the National Labor Relations Board or any other state or federal regulatory authority, or making other disclosures that are protected under the whistleblower provisions of federal, state or local laws or regulations. Likewise, nothing in this Agreement requires Plaintiffs or any Aggrieved Employee to provide notice to or receive approval from Defendant before making any of the reports or disclosures described in this paragraph; but Plaintiffs understand that Defendant encourages them to do so. Finally, nothing in this Agreement prohibits Plaintiffs or any Aggrieved Employee from cooperating in an investigation conducted by any government agency, prohibits a disclosure allowed under the Defend Trade Secrets Act or limits rights to receive an award for information provided to any government agency.

14. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.
15. **Invalidity of Any Provision; Severability.** Before declaring any provision of this Agreement invalid, the Parties agree and request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.
16. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
17. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
18. **Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES

The Parties execute this Agreement.

Plaintiff:

Dated: 02/17/25


Marie Burroughs (Feb 17, 2025 09:46 PST)
Marie Burroughs

Plaintiff:

Dated: _____

Hector Martinez

Manpower US, Inc.

Dated: _____

By:
Its:
Manpower US, Inc.

APPROVED AS TO FORM ONLY:

Dated: _____

2/17/25

HAFFNER LAW PC

Joshua Haffner, Esq.
Trevor Weinberg, Esq.
Attorneys for Plaintiff Marie Burroughs

LAVI & EBRAHIMIAN, LLP

Dated: _____

Joseph Lavi, Esq.
Vincent Granberry, Esq.
Attorneys for Plaintiff Hector Martinez

LITTLER MENDELSON, P.C.

Dated: 3/24/25

Allison S. Wallin

Allison Wallin, Esq.
Attorneys for Defendant Manpower US, Inc.

Plaintiff:

Dated: 02/17/2025

Hector Martinez

Hector Martinez

Manpower US, Inc.

Dated: _____

By: _____

Its:

Manpower US, Inc.

APPROVED AS TO FORM ONLY:

HAFFNER LAW PC

Dated: _____

Joshua Haffner, Esq.

Trevor Weinberg, Esq.

Attorneys for Plaintiff Marie Burroughs

LAVI & EBRAHIMIAN, LLP

Dated: 02/17/2025

Joseph Lavi

Joseph Lavi, Esq.

Vincent Granberry, Esq.

Attorneys for Plaintiff Hector Martinez

LITTLER MENDELSON, P.C.

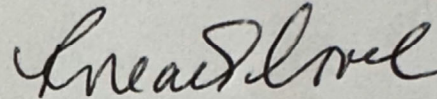
Dated: _____

Allison Wallin, Esq.

Attorneys for Defendant Manpower US, Inc.

Manpower US, Inc.

Dated: 4/1/25

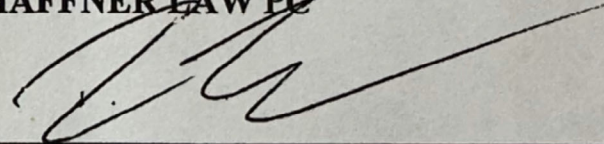


By: ROXANA E COOK
Its: Associate General Counsel
Manpower US, Inc.

APPROVED AS TO FORM ONLY:

HAFFNER LAW PC

Dated: 2/17/25



Joshua Haffner, Esq.
Trevor Weinberg, Esq.
Attorneys for Plaintiff Marie Burroughs

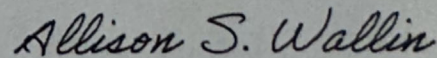
LAVI & EBRAHIMIAN, LLP

Dated: _____

Joseph Lavi, Esq.
Vincent Granberry, Esq.
Attorneys for Plaintiff Hector Martinez

LITTLER MENDELSON, P.C.

Dated: 3/24/25



Allison Wallin, Esq.
Attorneys for Defendant Manpower US, Inc.

“Exhibit 2”

COSTS AND FEES ADVANCED BY LAVI & EBRAHIMIAN, LLP

DATE	ITEM	COST
	SETTLEMENT AMOUNT	\$
N/A	Copying	\$35.25
N/A	Scanning	\$35.25
N/A	Fax	\$8.75
N/A	Mail	\$27.46
	Parking and Mileage Fee	\$
	ALAMEDA SUPERIOR COURT	
05/01/2020	Summons and Complaint Filing Fee (CLASS)	\$1,435.00
05/18/2020	Jury Fees Filing Fees (CLASS)	\$150.00
09/14/2020	Document Retrieval – Rejection Letter Ex Parte (CLASS)	\$1.00
10/02/2020	Document Retrieval – Order	\$1.00
10/05/2020	Filing of Motion Ex Parte (CLASS)	\$60.00
11/06/2020	Document Retrieval – Request Dismissal (CLASS)	\$6.00
	SAN BERNARDINO SUPERIOR COURT	
05/06/2020	Summons and Complaint Filing Fee (PAGA)	\$435.00
09/30/2020	Request or Stip & Order (PAGA)	\$20.00
11/01/2022	Joint Stipulation and Complex Fees (PAGA)	\$1,000.00
11/01/2022	Joint Stipulation and Order	\$20.00
	DDS LEGAL SERVICES	
05/01/2020	Filing of Summons and Complaint (CLASS)	\$248.00
05/06/2020	Filing of Summons and Complaint (PAGA)	\$148.45
06/12/2020	Process Service of Summons and Complaint on Defendant ADIDAS AMERICA, INC. (CLASS)	\$37.00
06/12/2020	Process Service of Summons and Complaint on Defendant MANPOWER US, INC. (CLASS)	\$54.90
06/19/2020	Filing of Proof of Service of Summons and Complaint (CLASS)	\$104.95
07/10/2020	Process Service of Summons and Complaint on Defendant MANPOWER US, INC. (PAGA)	\$53.90
07/10/2020	Process Service of Summons and Complaint on Defendant ADIDAS AMERICA, INC. (PAGA)	\$37.00
09/03/2020	Filing of Request for Dismissal of Class Action without Prejudice; Declaration of Anwar D. Burton; [PROPOSED] Order (CLASS)	\$144.95
09/15/2020	Filing of Plaintiff's Request for Dismissal of Class Action without Prejudice; Dec. of Anwar D. Burton; [PROPOSED] Order (CLASS)	\$170.95
09/21/2020	Filing of Joint Stipulation to Dismiss Defendant ADIDAS AMERICA, INC. without Prejudice (PAGA)	\$104.95
10/19/2020	Advance Fees Joint Stipulation Dismiss Defendant (PAGA)	\$22.00
11/17/2020	Filing of Notice of Non-opposition to Defendant Manpower US, Inc. Petition for Coordination.	\$114.90

01/27/2021	Filing of Joint Status Conference Statement (PAGA)	\$104.95
10/25/2022	Filing of Plaintiff's Opposition to Defendant's Motion to Compel ARB and to Dismiss Non-individual PAGA Claim (PAGA)	\$104.95
11/01/2022	Filing of Joint Stipulation with Complex Fees (PAGA)	\$257.95
	COURTCALL	
11/30/2020	Status Conference (PAGA)	\$94.00
08/03/2021	OSC re: Sanctions – Predisposition (PAGA)	\$94.00
02/24/2022	Further Case Management Conference (PAGA)	\$94.00
08/01/2022	Further Case Management Conference (PAGA)	\$94.00
11/07/2022	Motion to Compel Arbitration (PAGA)	\$94.00
	MEDIATION OFFICE OF TODD SMITH	
01/17/2022	Mediation Service Fee	\$4,666.67
	DEPARTMENT OF INDUSTRIAL RELATIONS	
02/07/2020	PAGA Filing Fees	\$75.00
	CASEANYWHERE/CLOUD BASE	
N/A	Caseanywhere Access Fees and/or Cloud Base	\$392.00
	JAMS	
10/01/2024	Arbitration Fee- Reference Number 1110029908	\$6,782.50
	Total Costs, fees and expenses	\$17,330.68

“Exhibit 3”

“Exhibit 4”

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NLJ'S BILLING SURVEY

Select a Firm

- ☐ Miles & Stockbridge
- ☐ Miller & Martin
- ☐ Morgan Lewis
- ☐ Morris Manning
- ☒ Morrison & Foerster
- ☐ Nixon Peabody
- ☐ Norton Rose
- ☐ Nutter McClennen
- ☐ O'Melveny & Myers
- ☐ Orrick Herrington
- ☐ Parker Poe
- ☐ Patton Boggs
- ☐ Paul Hastings
- ☐ Paul Weiss
- ☐ Pepper Hamilton
- ☐ Perkins Cole

Morrison & Foerster

Largest U.S. Office: San Francisco, 1,010 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Dechert	New York	1,010	\$1,195	\$865	\$595	\$725	\$525	\$230
Andrews Kurth	Houston	1,010	\$1,195	\$865	\$595	\$725	\$525	\$230
Hughes Hubbard	New York	1,010	\$1,195	\$865	\$595	\$725	\$525	\$230
Irell & Manella	Los Angeles	1,010	\$1,195	\$865	\$595	\$725	\$525	\$230
Proskauer Rose	New York	1,010	\$1,195	\$865	\$595	\$725	\$525	\$230
White & Case	New York	1,010	\$1,195	\$865	\$595	\$725	\$525	\$230
Morrison & Foerster	San Francisco	1,010	\$1,195	\$865	\$595	\$725	\$525	\$230
Pillsbury Winthrop	Washington	1,010	\$1,195	\$865	\$595	\$725	\$525	\$230
Kaye Scholer	New York	1,010	\$1,195	\$865	\$595	\$725	\$525	\$230
Kramer Levin	New York	1,010	\$1,195	\$865	\$595	\$725	\$525	\$230
Hogan Lovells	Washington	1,010	\$1,195	\$865	\$595	\$725	\$525	\$230
Kasowitz Benson	New York	1,010	\$1,195	\$865	\$595	\$725	\$525	\$230
Kirkland & Ellis	Chicago	1,010	\$1,195	\$865	\$595	\$725	\$525	\$230
Cooley	Palo Alto, Calif.	1,010	\$1,195	\$865	\$595	\$725	\$525	\$230

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

Billing at the Top of the Market ...



... And the Bottom

Purchase the complete NLJ Law Firm Billing Survey from www.almlegalintel.com.

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Learn About Tableau

Methodology/Sources: These data were compiled by ALM Legal Intelligence, the research arm of the NLJ's parent, ALM Media LLC. We asked respondents to the NLJ's annual survey of the nation's largest law firms (the "NLJ 350") to provide a range of hourly billing rates for partners and associates. For firms that did not supply data to us, in many cases we were able to supplement billing rate data derived from public records. In total, we have rates for 159 of the nation's 350 largest firms. Rates data include averages, highs and low rates for partners and associates. Information also includes the average full-time equivalent (FTE) attorneys at the firm and the city of the firm's principal or largest office.

This methodology has been modified since first published to note that the data cited were compiled by ALM Legal Intelligence, the research arm of the NLJ's parent, ALM Media LLC.

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NLJ'S BILLING SURVEY

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- ☐ Connell Foley
- ☒ Cooley
- ☐ Covington & Burling
- ☐ Cox Smith
- ☐ Cozen O'Connor
- ☐ Curtis, Mallet-Prevost
- ☐ Davis Graham
- ☐ Davis Polk
- ☐ Debevoise & Plimpton
- ☐ Dechert
- ☐ Dentons
- ☐ Dickstein Shapiro
- ☐ Dinsmore & Shohl
- ☐ DLA Piper
- ☐ Dorsey & Whitney
- ☐ Duane Morris

Cooley

Largest U.S. Office: Palo Alto, Calif., 632 total full-time equivalent attorneys

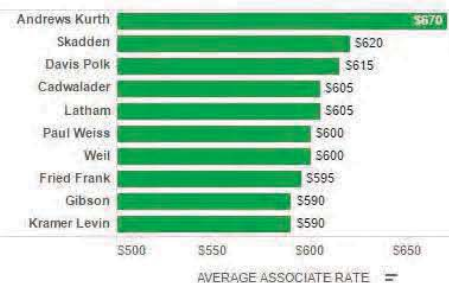
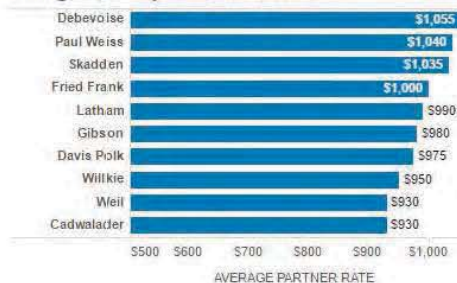


By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Kaye Scholer	New York	433	\$1,100	\$850	\$715	\$620	\$570	\$225
Kramer Levin	New York	328	\$1,025	\$800	\$675	\$600	\$550	\$200
Hogan Lovells	Washington	2,099	\$1,000	\$800	\$675	\$600	\$550	\$200
Kasowitz Benson	New York	280	\$1,000	\$800	\$675	\$600	\$550	\$200
Kirkland & Ellis	Chicago	1,471	\$950	\$750	\$625	\$550	\$500	\$175
Cooley	Palo Alto, Calif.	632	\$990	\$820	\$660	\$630	\$525	\$160
Arnold & Porter	Washington	700	\$950	\$750	\$625	\$550	\$500	\$175
Paul Hastings	New York	288	\$900	\$700	\$575	\$500	\$450	\$150
Curtis, Mallet-Prevost	New York	670	\$850	\$650	\$525	\$450	\$400	\$125
Winston & Strawn	Chicago	800	\$800	\$600	\$475	\$400	\$350	\$125
Bingham McCutchen	Boston	600	\$1,000	\$750	\$625	\$550	\$500	\$175
Akin Gump	Washington	800	\$1,000	\$800	\$675	\$600	\$550	\$200
Covington & Burling	Washington	770	\$900	\$700	\$575	\$500	\$450	\$150
King & Spalding	Atlanta	800	\$900	\$700	\$575	\$500	\$450	\$150

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

Billing at the Top of the Market ...



... And the Bottom

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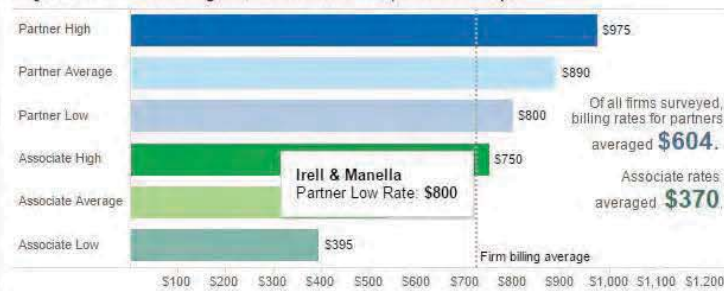
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Select a Firm

- ☐ Harris Beach
- ☐ Harter Secrest
- ☐ Haynes and Boone
- ☐ Hogan Lovells
- ☐ Holland & Hart
- ☐ Holland & Knight
- ☐ Honigman Miller
- ☐ Hughes Hubbard
- ☐ Husch Blackwell
- ☐ Ice Miller
- ☒ Irell & Manella
- ☐ Jackson Kelly
- ☐ Jackson Lewis
- ☐ Jackson Walker
- ☐ Jeffer Mangels
- ☐ Jenner & Block

Irell & Manella

Largest U.S. Office: Los Angeles, 164 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Dechert	New York	1,412	\$1,150	\$850	\$650	\$750	\$550	\$350
Andrews Kurth	Houston	368	\$1,100	\$850	\$650	\$750	\$550	\$350
Hughes Hubbard	New York	368	\$1,100	\$850	\$650	\$750	\$550	\$350
Irell & Manella	Los Angeles	164	\$975	\$890	\$800	\$750	\$535	\$395
Proskauer Rose	New York	740	\$1,100	\$850	\$650	\$750	\$550	\$350
White & Case	New York	1,200	\$1,100	\$850	\$650	\$750	\$550	\$350
Morrison & Foerster	San Francisco	1,100	\$1,100	\$850	\$650	\$750	\$550	\$350
Pillsbury Winthrop	Washington	800	\$1,100	\$850	\$650	\$750	\$550	\$350
Kaye Scholer	New York	800	\$1,100	\$850	\$650	\$750	\$550	\$350
Kramer Levin	New York	800	\$1,100	\$850	\$650	\$750	\$550	\$350
Hogan Lovells	Washington	2,200	\$1,100	\$850	\$650	\$750	\$550	\$350
Kasowitz Benson	New York	800	\$1,100	\$850	\$650	\$750	\$550	\$350
Kirkland & Ellis	Chicago	1,500	\$1,100	\$850	\$650	\$750	\$550	\$350
Cooley	Palo Alto, Calif.	800	\$1,100	\$850	\$650	\$750	\$550	\$350

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

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NLJ'S BILLING SURVEY

Select a Firm

- ☐ McElroy Deutsch
- ☐ McGuireWoods
- ☐ McKenna Long
- ☐ Michael Best
- ☐ Miles & Stockbridge
- ☐ Miller & Martin
- ☐ Morgan Lewis
- ☐ Morris Manning
- ☐ Morrison & Foerster
- ☐ Nixon Peabody
- ☐ Norton Rose
- ☐ Nutter McClennen
- ☒ O'Melveny & Myers
- ☐ Orrick Herrington
- ☐ Parker Poe
- ☐ Patton Boggs

O'Melveny & Myers

Largest U.S. Office: Los Angeles, 738 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Baker & McKenzie	Chicago	1,100	\$1,050	\$750	\$550	\$600	\$400	\$250
Dickstein Shapiro	Washington	800	\$1,050	\$750	\$550	\$600	\$400	\$250
Jenner & Block	Chicago	4,100	\$1,050	\$750	\$550	\$600	\$400	\$250
Jones Day	New York	3,900	\$1,050	\$750	\$550	\$600	\$400	\$250
Manatt Phelps	Los Angeles	900	\$1,050	\$750	\$550	\$600	\$400	\$250
Seward & Kissel	New York	900	\$1,050	\$750	\$550	\$600	\$400	\$250
O'Melveny & Myers	Los Angeles	738	\$950	\$715	\$615	\$595	\$370	\$230
McDermott Will	Chicago	1,000	\$950	\$715	\$615	\$595	\$370	\$230
Reed Smith	Pittsburgh	1,000	\$950	\$715	\$615	\$595	\$370	\$230
Dentons	N/A**	1,000	\$950	\$715	\$615	\$595	\$370	\$230
Jeffer Mangels	Los Angeles	900	\$950	\$715	\$615	\$595	\$370	\$230
Sheppard Mullin	Los Angeles	900	\$950	\$715	\$615	\$595	\$370	\$230
Alston & Bird	Atlanta	900	\$950	\$715	\$615	\$595	\$370	\$230
Foley Hoag	Boston	900	\$950	\$715	\$615	\$595	\$370	\$230

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

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NLJ'S BILLING SURVEY

Select a Firm

- ☐ McElroy Deutsch
- ☐ McGuireWoods
- ☐ McKenna Long
- ☐ Michael Best
- ☐ Miles & Stockbridge
- ☐ Miller & Martin
- ☐ Morgan Lewis
- ☐ Morris Manning
- ☐ Morrison & Foerster
- ☐ Nixon Peabody
- ☐ Norton Rose
- ☐ Nutter McClennen
- ☐ O'Melveny & Myers
- ☒ Orrick Herrington
- ☐ Parker Poe
- ☐ Patton Boggs

Orrick, Herrington & Sutcliffe

Largest U.S. Office: San Francisco, 977 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Blank Rome	Philadelphia	47	\$885	\$625	\$305	\$675	\$310	\$170
Kelley Drye	New York	238	\$615	\$425	\$205	\$575	\$275	\$135
Gardere Wynne	Dallas	233	\$775	\$525	\$255	\$675	\$310	\$170
Pepper Hamilton	Philadelphia	403	\$845	\$625	\$305	\$675	\$310	\$170
Orrick Herrington	San Francisco	977	\$945	\$625	\$305	\$675	\$310	\$170
Stevens & Lee	Reading, Pa.	167	\$845	\$625	\$305	\$675	\$310	\$170
Duane Morris	Philadelphia	800	\$775	\$525	\$255	\$675	\$310	\$170
Morgan Lewis	Philadelphia	1,334	\$775	\$525	\$255	\$675	\$310	\$170
Troutman Sanders	Atlanta	1,275	\$775	\$525	\$255	\$675	\$310	\$170
Allen Matkins	Los Angeles	167	\$615	\$425	\$205	\$575	\$275	\$135
Katten Muchin	Chicago	380	\$775	\$525	\$255	\$675	\$310	\$170
Lowenstein Sandler	Roseland, N.J.	204	\$775	\$525	\$255	\$675	\$310	\$170
Seyfarth Shaw	Chicago	1,000	\$845	\$625	\$305	\$675	\$310	\$170
Buchalter Niermer	Los Angeles	104	\$615	\$425	\$205	\$575	\$275	\$135

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

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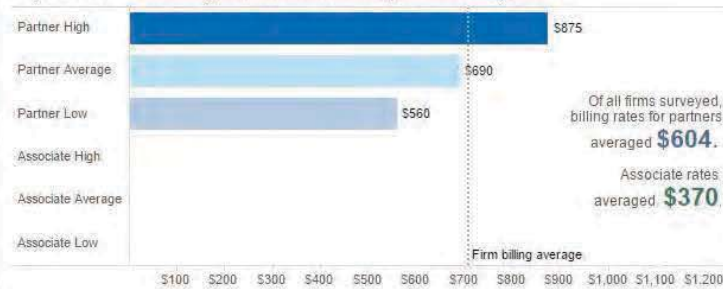
NLJ'S BILLING SURVEY

Select a Firm

- ☐ Allen & Matulis
- ☐ Jackson Kelly
- ☐ Jackson Lewis
- ☐ Jackson Walker
- ☒ Jeffer Mangels
- ☐ Jenner & Block
- ☐ Jones Day
- ☐ Jones Walker
- ☐ Kasowitz Benson
- ☐ Katten Muchin
- ☐ Kaye Scholer
- ☐ Kelley Drye
- ☐ Kilpatrick Townsend
- ☐ King & Spalding
- ☐ Kirkland & Ellis
- ☐ Knobbe Martens

Jeffer, Mangels, Butler & Mitchell

Largest U.S. Office: Los Angeles, 126 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

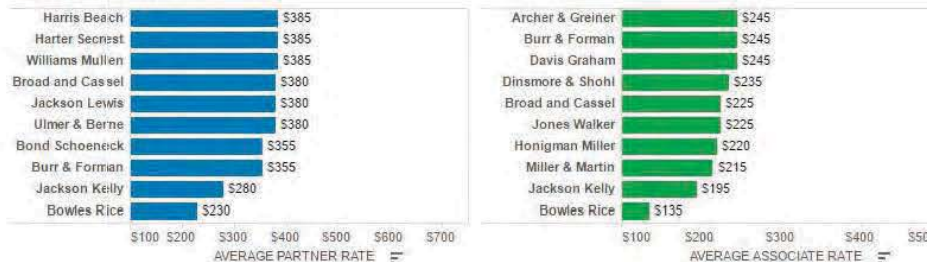
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Baker & McKenzie	Chicago	1,100	\$1,100	\$700	\$500	\$600	\$400	\$300
Dickstein Shapiro	Washington	800	\$1,000	\$600	\$400	\$500	\$300	\$200
Jenner & Block	Chicago	4,100	\$1,000	\$600	\$400	\$500	\$300	\$200
Jones Day	New York	2,100	\$1,000	\$600	\$400	\$500	\$300	\$200
Manatt Phelps	Los Angeles	1,100	\$1,000	\$600	\$400	\$500	\$300	\$200
Seward & Kissel	New York	1,100	\$1,000	\$600	\$400	\$500	\$300	\$200
O'Melveny & Myers	Los Angeles	1,100	\$1,000	\$600	\$400	\$500	\$300	\$200
McDermott Will	Chicago	1,100	\$1,000	\$600	\$400	\$500	\$300	\$200
Reed Smith	Pittsburgh	1,100	\$1,000	\$600	\$400	\$500	\$300	\$200
Dentons	N/A**	1,100	\$1,000	\$600	\$400	\$500	\$300	\$200
Jeffer Mangels	Los Angeles	126	\$875	\$690	\$560			
Sheppard Mullin	Los Angeles	1,100	\$1,000	\$600	\$400	\$500	\$300	\$200
Alston & Bird	Atlanta	1,100	\$1,000	\$600	\$400	\$500	\$300	\$200
Foley Hoag	Boston	1,100	\$1,000	\$600	\$400	\$500	\$300	\$200

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

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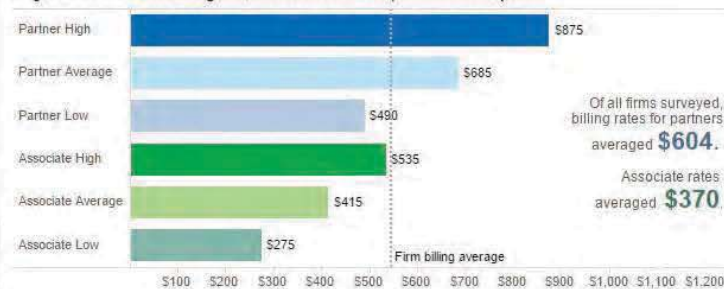
NLJ'S BILLING SURVEY

Select a Firm

- ☐ Robinson & Cole
- ☐ Rutan & Tucker
- ☐ Saul Ewing
- ☐ Sedgwick
- ☐ Seward & Kissel
- ☐ Seyfarth Shaw
- ☒ Sheppard Mullin
- ☐ Shumaker Loop
- ☐ Shuts & Bowen
- ☐ Skadden, Arps
- ☐ Snell & Wilmer
- ☐ Squire Sanders
- ☐ Stevens & Lee
- ☐ Stinson Morrison
- ☐ Stoel Rives
- ☐ Strasburger & Price

Sheppard, Mullin, Richter & Hampton

Largest U.S. Office: Los Angeles, 521 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

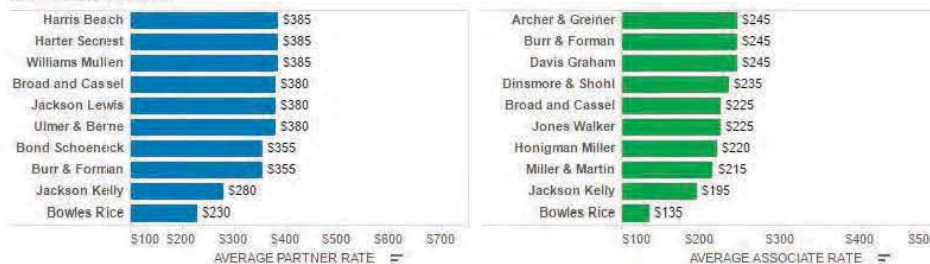
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Jeffer Mangels	Los Angeles	521	\$875	\$685	\$490	\$535	\$415	\$275
Sheppard Mullin	Los Angeles	521	\$875	\$685	\$490	\$535	\$415	\$275
Alston & Bird	Atlanta	521	\$875	\$685	\$490	\$535	\$415	\$275
Foley Hoag	Boston	521	\$875	\$685	\$490	\$535	\$415	\$275
Haynes and Boone	Dallas	521	\$875	\$685	\$490	\$535	\$415	\$275
Patton Boggs	Washington	521	\$875	\$685	\$490	\$535	\$415	\$275
Wiley Rein	Washington	521	\$875	\$685	\$490	\$535	\$415	\$275
Richards Layton	Wilmington, Del.	521	\$875	\$685	\$490	\$535	\$415	\$275
Venable	Washington	521	\$875	\$685	\$490	\$535	\$415	\$275
Greenberg Traurig	New York	521	\$875	\$685	\$490	\$535	\$415	\$275
Squire Sanders	Cleveland	521	\$875	\$685	\$490	\$535	\$415	\$275
Arent Fox	Washington	521	\$875	\$685	\$490	\$535	\$415	\$275
Blank Rome	Philadelphia	521	\$875	\$685	\$490	\$535	\$415	\$275
Kelley Drye	New York	521	\$875	\$685	\$490	\$535	\$415	\$275

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

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NLJ'S BILLING SURVEY

Select a Firm

- ☐ Ballard Spahr
- ☐ Barnes & Thornburg
- ☐ Benesh Friedlander
- ☐ Best Best
- ☐ Bingham McCutchen
- ☐ Blank Rome
- ☐ Bond Schoeneck
- ☐ Bowles Rice
- ☐ Bracewell & Giuliani
- ☐ Bradley Arant
- ☐ Broad and Cassel
- ☐ Brownstein Hyatt
- ☐ Bryan Cave
- ☒ Buchalter Nemer
- ☐ Burr & Forman
- ☐ Butzel Long

Buchalter Nemer

Largest U.S. Office: Los Angeles, 134 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

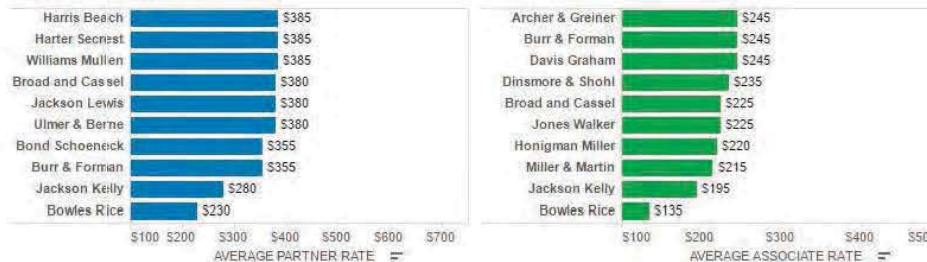
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Seyfarth Shaw	Chicago	731	\$695	\$611	\$475	\$375	\$365	\$350
Buchalter Nemer	Los Angeles	134	\$695	\$605	\$475	\$375	\$365	\$350
Carlton Fields	Tampa, Fla.	276	\$611	\$605	\$475	\$375	\$365	\$350
Foley & Lardner	Milwaukee	872	\$695	\$605	\$475	\$375	\$365	\$350
Perkins Coie	Seattle	822	\$695	\$605	\$475	\$375	\$365	\$350
Vinson & Elkins	Houston	877	\$695	\$605	\$475	\$375	\$365	\$350
Holland & Knight	Washington	888	\$695	\$605	\$475	\$375	\$365	\$350
McGuireWoods	Richmond, Va.	841	\$695	\$605	\$475	\$375	\$365	\$350
Bryan Cave	St. Louis	888	\$695	\$605	\$475	\$375	\$365	\$350
Nutter McClennen	Boston	736	\$695	\$605	\$475	\$375	\$365	\$350
Gibbons	Newark, N.J.	288	\$695	\$605	\$475	\$375	\$365	\$350
Cozen O'Connor	Philadelphia	888	\$695	\$605	\$475	\$375	\$365	\$350
Knobbe Martens	Irvine, Calif.	288	\$695	\$605	\$475	\$375	\$365	\$350
Kilpatrick Townsend	Atlanta	888	\$695	\$605	\$475	\$375	\$365	\$350

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

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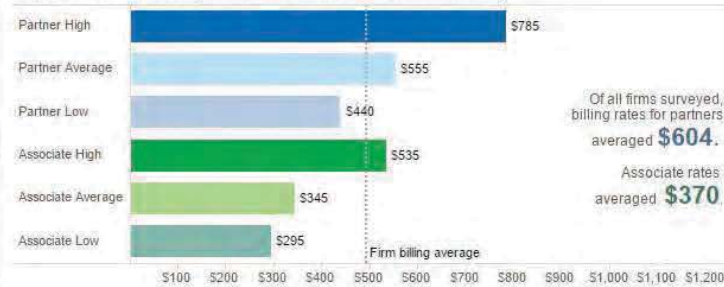
NLJ'S BILLING SURVEY

Select a Firm

- ☐ Katten Muchin
- ☐ Kaye Scholer
- ☐ Kelley Drye
- ☐ Kilpatrick Townsend
- ☐ King & Spalding
- ☐ Kirkland & Ellis
- ☒ Knobbe Martens
- ☐ Kramer Levin
- ☐ Lane Powell
- ☐ Latham & Watkins
- ☐ Lathrop & Gage
- ☐ Leonard Street
- ☐ Lewis Roca
- ☐ Lindquist & Vennum
- ☐ Littler Mendelson
- ☐ Lovenstein Sandler

Knobbe, Martens, Olson & Bear

Largest U.S. Office: Irvine, Calif., 268 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

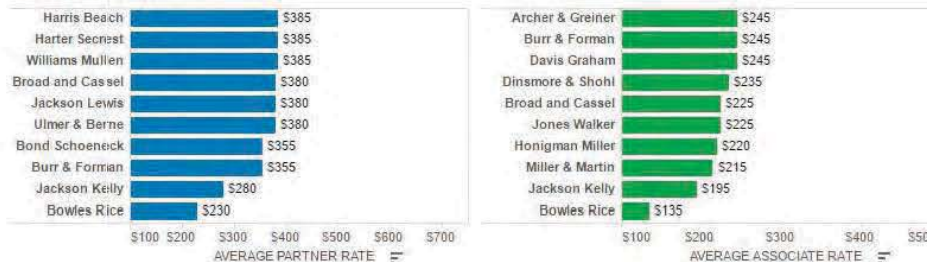
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Gibbons	Newark, N.J.	212	\$785	\$555	\$440	\$535	\$345	\$295
Cozen O'Connor	Philadelphia	200	\$1,055	\$655	\$500	\$605	\$345	\$295
Knobbe Martens	Irvine, Calif.	268	\$785	\$555	\$440	\$535	\$345	\$295
Kilpatrick Townsend	Atlanta	252	\$775	\$500	\$440	\$575	\$390	\$315
Littler Mendelson	San Francisco	200	\$845	\$535	\$440	\$645	\$395	\$345
Edwards Wildman	Boston	170	\$845	\$535	\$440	\$645	\$395	\$345
Thompson & Knight	Dallas	200	\$785	\$535	\$440	\$585	\$395	\$345
Fox Rothschild	Philadelphia	180	\$785	\$535	\$440	\$585	\$395	\$345
McCarter & English	Newark, N.J.	212	\$785	\$535	\$440	\$585	\$395	\$345
McKenna Long	Atlanta	180	\$785	\$535	\$440	\$585	\$395	\$345
Saul Ewing	Philadelphia	200	\$785	\$535	\$440	\$585	\$395	\$345
Brownstein Hyatt	Denver	210	\$785	\$535	\$440	\$585	\$395	\$345
Lindquist & Vennum	Minneapolis	180	\$785	\$535	\$440	\$585	\$395	\$345
Nixon Peabody	Boston	170	\$785	\$535	\$440	\$585	\$395	\$345

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

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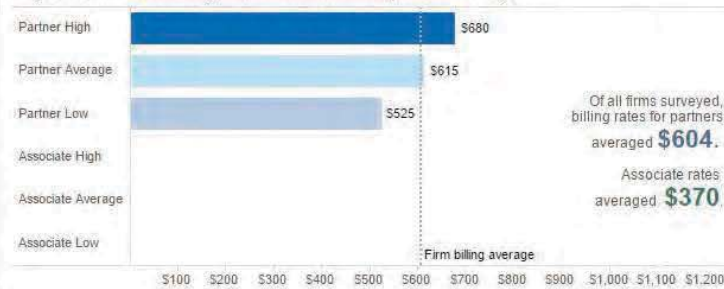
NLJ'S BILLING SURVEY

Select a Firm

- ☐ Adams and Reese
- ☐ Akerman Senterfitt
- ☐ Akin Gump
- ☒ Allen Matkins
- ☐ Alston & Bird
- ☐ Andrews Kurth
- ☐ Archer & Greiner
- ☐ Arent Fox
- ☐ Arnall Golden
- ☐ Arnold & Porter
- ☐ Arnstein & Lehr
- ☐ Baker & Hostetler
- ☐ Baker & McKenzie
- ☐ Baker Donelson
- ☐ Ballard Spahr
- ☐ Barnes & Thornburg

Allen Matkins Leck Gamble Mallory & Natsis

Largest U.S. Office: Los Angeles, 187 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

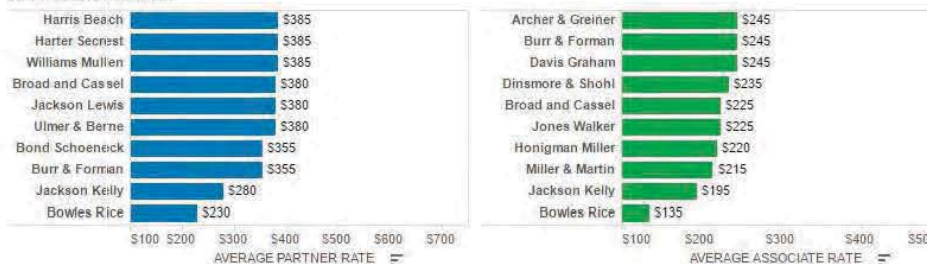
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Blank Rome	Philadelphia	100	\$650	\$550	\$450	\$350	\$250	\$150
Kelley Drye	New York	250	\$650	\$550	\$450	\$350	\$250	\$150
Gardere Wynne	Dallas	200	\$650	\$550	\$450	\$350	\$250	\$150
Pepper Hamilton	Philadelphia	150	\$650	\$550	\$450	\$350	\$250	\$150
Orrick Herrington	San Francisco	180	\$650	\$550	\$450	\$350	\$250	\$150
Stevens & Lee	Reading, Pa.	100	\$650	\$550	\$450	\$350	\$250	\$150
Duane Morris	Philadelphia	100	\$650	\$550	\$450	\$350	\$250	\$150
Morgan Lewis	Philadelphia	150	\$650	\$550	\$450	\$350	\$250	\$150
Troutman Sanders	Atlanta	100	\$650	\$550	\$450	\$350	\$250	\$150
Allen Matkins	Los Angeles	187	\$680	\$615	\$525			
Katten Muchin	Chicago	200	\$650	\$550	\$450	\$350	\$250	\$150
Lowenstein Sandler	Roseland, N.J.	250	\$650	\$550	\$450	\$350	\$250	\$150
Seyfarth Shaw	Chicago	200	\$650	\$550	\$450	\$350	\$250	\$150
Buchalter Nierier	Los Angeles	100	\$650	\$550	\$450	\$350	\$250	\$150

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

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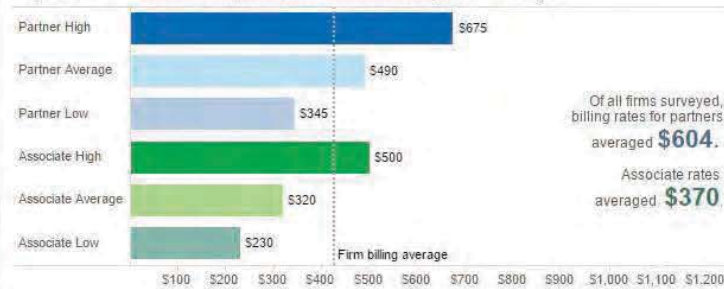
NLJ'S BILLING SURVEY

Select a Firm

- ☐ Pepper Hamilton
- ☐ Perkins Cole
- ☐ Pillsbury Winthrop
- ☐ Polsinelli
- ☐ Proskauer Rose
- ☐ Quarles & Brady
- ☐ Quinn Emanuel
- ☐ Reed Smith
- ☐ Richards Layton
- ☐ Riker Danzig
- ☐ Robinson & Cole
- ☒ Rutan & Tucker
- ☐ Saul Ewing
- ☐ Sedgwick
- ☐ Seward & Kissel
- ☐ Seyfarth Shaw

Rutan & Tucker

Largest U.S. Office: Costa Mesa, Calif., 139 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

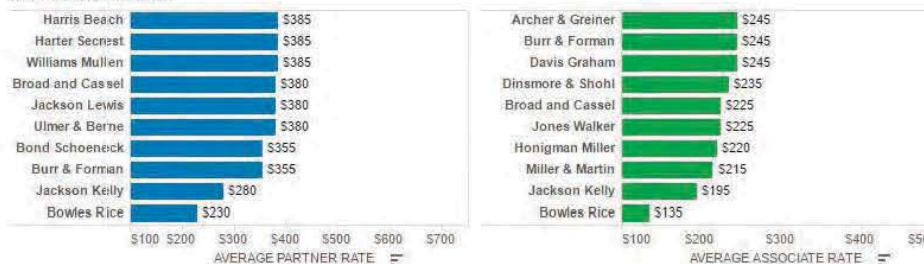
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Archer & Greiner	Phoenix	100	\$675	\$490	\$345	\$500	\$320	\$230
Arnall Golden	Atlanta	100	\$675	\$490	\$345	\$500	\$320	\$230
Rutan & Tucker	Costa Mesa, Calif.	139	\$675	\$490	\$345	\$500	\$320	\$230
Akerman Senterfitt	Miami	100	\$675	\$490	\$345	\$500	\$320	\$230
Barnes & Thornburg	Indianapolis	100	\$675	\$490	\$345	\$500	\$320	\$230
Morris Manning	Atlanta	100	\$675	\$490	\$345	\$500	\$320	\$230
Ballard Spahr	Philadelphia	100	\$675	\$490	\$345	\$500	\$320	\$230
Stinson Morrison	Kansas City, Mo.	100	\$675	\$490	\$345	\$500	\$320	\$230
Stoel Rives	Portland, Ore.	100	\$675	\$490	\$345	\$500	\$320	\$230
Miles & Stockbridge	Baltimore	100	\$675	\$490	\$345	\$500	\$320	\$230
Quarles & Brady	Milwaukee	100	\$675	\$490	\$345	\$500	\$320	\$230
Arnstein & Lehr	Chicago	100	\$675	\$490	\$345	\$500	\$320	\$230
Waller Lansden	Nashville, Tenn.	100	\$675	\$490	\$345	\$500	\$320	\$230
Benesch Friedlander	Cleveland	100	\$675	\$490	\$345	\$500	\$320	\$230
Boat Boat	Denver, Colo.	100	\$675	\$490	\$345	\$500	\$320	\$230

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

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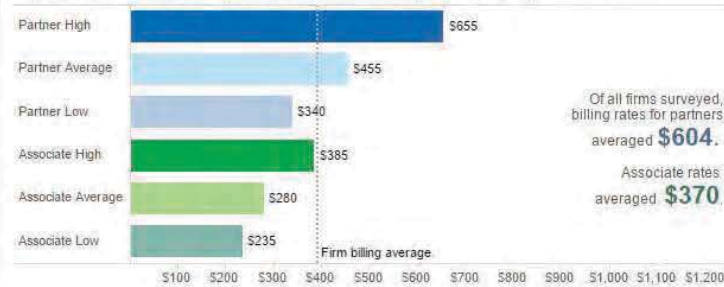
NLJ'S BILLING SURVEY

Select a Firm

- ☐ Alston & Bird
- ☐ Andrews Kurth
- ☐ Archer & Greiner
- ☐ Arent Fox
- ☐ Arnall Golden
- ☐ Arnold & Porter
- ☐ Arnstein & Lehr
- ☐ Baker & Hostetler
- ☐ Baker & McKenzie
- ☐ Baker Donelson
- ☐ Ballard Spahr
- ☐ Barnes & Thornburg
- ☐ Benesch Friedlander
- ☒ Best Best
- ☐ Bingham McCutchen
- ☐ Blank Rome

Best Best & Krieger

Largest U.S. Office: Riverside, Calif., 175 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

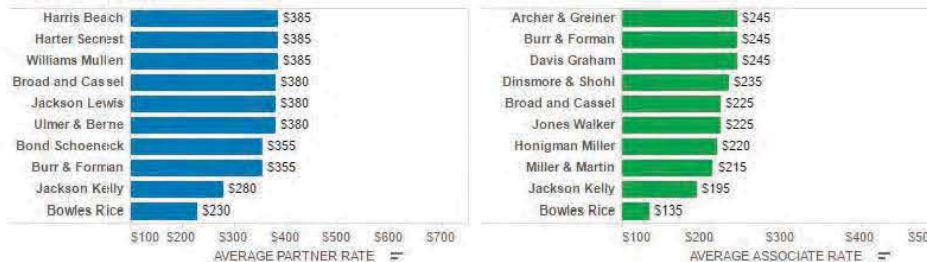
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Quarles & Brady	Milwaukee	475	\$650	\$450	\$350	\$380	\$275	\$210
Arnstein & Lehr	Chicago	1,100	\$650	\$450	\$350	\$380	\$275	\$210
Waller Lansden	Nashville, Tenn.	1,000	\$650	\$450	\$350	\$380	\$275	\$210
Benesch Friedlander	Cleveland	750	\$650	\$450	\$350	\$380	\$275	\$210
Best Best	Riverside, Calif.	175	\$655	\$455	\$340	\$385	\$280	\$235
Faegre Baker	Minneapolis	850	\$650	\$450	\$350	\$380	\$275	\$210
Riker Danzig	Morristown, N.J.	650	\$650	\$450	\$350	\$380	\$275	\$210
Baker & Hostetler	Cleveland	1,100	\$650	\$450	\$350	\$380	\$275	\$210
Ice Miller	Indianapolis	600	\$650	\$450	\$350	\$380	\$275	\$210
Parker Poe	Charlotte, N.C.	1,700	\$650	\$450	\$350	\$380	\$275	\$210
Michael Best	Milwaukee	450	\$650	\$450	\$350	\$380	\$275	\$210
Butzel Long	Bloomfield Hills, Mich.	750	\$650	\$450	\$350	\$380	\$275	\$210
McElroy Deutsch	Morristown, N.J.	700	\$650	\$450	\$350	\$380	\$275	\$210
Thompson Coburn	St. Louis	500	\$650	\$450	\$350	\$380	\$275	\$210

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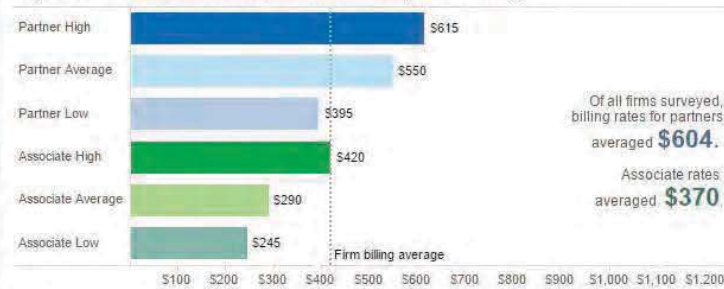
NLJ'S BILLING SURVEY

Select a Firm

- ☐ Latham & Watkins
- ☐ Lathrop & Gage
- ☐ Leonard Street
- ☐ Lewis Roca
- ☐ Lindquist & Vennum
- ☒ Littler Mendelson
- ☐ Lowenstein Sandler
- ☐ Manatt Phelps
- ☐ McCarter & English
- ☐ McDermott Will
- ☐ McElroy Deutsch
- ☐ McGuireWoods
- ☐ McKenna Long
- ☐ Michael Best
- ☐ Miles & Stockbridge
- ☐ Miller & Martin

Littler Mendelson

Largest U.S. Office: San Francisco, 909 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Gibbons	Newark, N.J.	2,100	\$2,000	\$1,500	\$1,000	\$475	\$300	\$225
Cozen O'Connor	Philadelphia	2,000	\$1,100	\$750	\$500	\$350	\$245	\$180
Knobbe Martens	Irvine, Calif.	2,000	\$1,200	\$850	\$600	\$375	\$245	\$180
Kilpatrick Townsend	Atlanta	1,900	\$1,100	\$750	\$500	\$375	\$245	\$180
Littler Mendelson	San Francisco	909	\$615	\$550	\$395	\$420	\$290	\$245
Edwards Wildman	Boston	870	\$1,100	\$750	\$500	\$375	\$245	\$180
Thompson & Knight	Dallas	2,000	\$1,100	\$750	\$500	\$375	\$245	\$180
Fox Rothschild	Philadelphia	1,800	\$1,100	\$750	\$500	\$375	\$245	\$180
McCarter & English	Newark, N.J.	1,700	\$1,100	\$750	\$500	\$375	\$245	\$180
McKenna Long	Atlanta	1,600	\$1,100	\$750	\$500	\$375	\$245	\$180
Saul Ewing	Philadelphia	1,500	\$1,100	\$750	\$500	\$375	\$245	\$180
Brownstein Hyatt	Denver	1,500	\$1,100	\$750	\$500	\$375	\$245	\$180
Lindquist & Vennum	Minneapolis	1,400	\$1,100	\$750	\$500	\$375	\$245	\$180
Nixon Peabody	Boston	1,300	\$1,100	\$750	\$500	\$375	\$245	\$180

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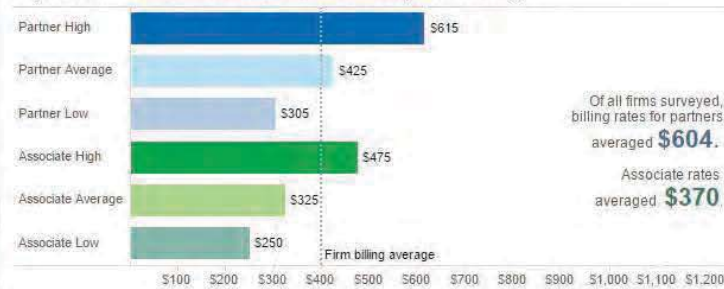
NLJ'S BILLING SURVEY

Select a Firm

- ☐ Pepper Hamilton
- ☐ Perkins Cole
- ☐ Pillsbury Winthrop
- ☐ Polsinelli
- ☐ Proskauer Rose
- ☐ Quarles & Brady
- ☐ Quinn Emanuel
- ☐ Reed Smith
- ☐ Richards Layton
- ☐ Riker Danzig
- ☐ Robinson & Cole
- ☐ Rutan & Tucker
- ☐ Saul Ewing
- ☒ Sedgwick
- ☐ Seward & Kissel
- ☐ Seyfarth Shaw

Sedgwick

Largest U.S. Office: San Francisco, 347 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

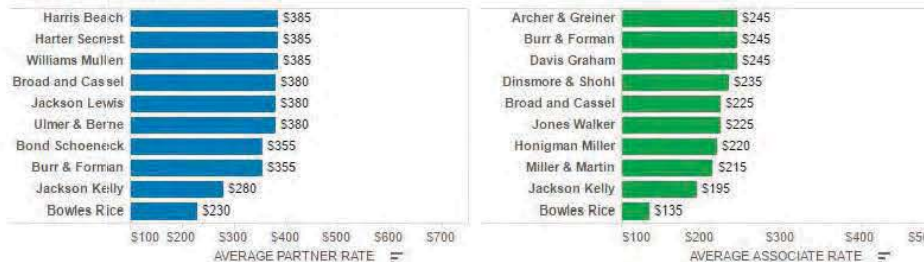
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Andrus & Han	Denver	250	\$575	\$400	\$275	\$450	\$350	\$275
Bradley Arant	Birmingham, Ala.	250	\$575	\$400	\$275	\$450	\$350	\$275
Husch Blackwell	St. Louis	250	\$575	\$400	\$275	\$450	\$350	\$275
Lane Powell	Seattle	250	\$575	\$400	\$275	\$450	\$350	\$275
Shutts & Bowen	Miami	250	\$575	\$400	\$275	\$450	\$350	\$275
Connell Foley	Roseland, N.J.	250	\$575	\$400	\$275	\$450	\$350	\$275
Sedgwick	San Francisco	347	\$615	\$425	\$305	\$475	\$325	\$250
Gordon & Rees	San Francisco	250	\$575	\$400	\$275	\$450	\$350	\$275
Lathrop & Gage	Kansas City, Mo.	250	\$575	\$400	\$275	\$450	\$350	\$275
Strasburger & Price	Dallas	250	\$575	\$400	\$275	\$450	\$350	\$275
Wyatt Tarrant	Louisville, Ky.	250	\$575	\$400	\$275	\$450	\$350	\$275
Taft Stettinius	Cincinnati	250	\$575	\$400	\$275	\$450	\$350	\$275
Polsinelli	Kansas City, Mo.	250	\$575	\$400	\$275	\$450	\$350	\$275
Robinson & Cole	Hartford, Conn.	250	\$575	\$400	\$275	\$450	\$350	\$275

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

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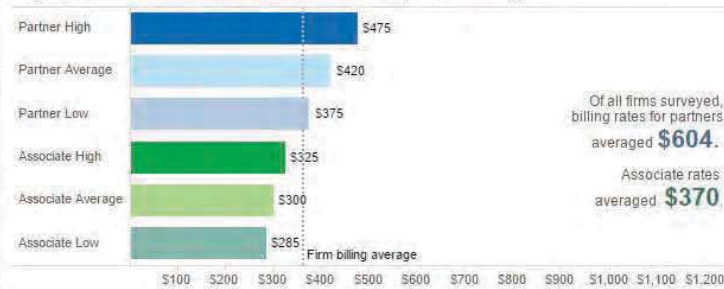
NLJ'S BILLING SURVEY

Select a Firm

- ☐ Dorsey & Whitney
- ☐ Duane Morris
- ☐ Edwards Wildman
- ☐ Faegre Baker
- ☐ Foley & Lardner
- ☐ Foley Hoag
- ☐ Fox Rothschild
- ☐ Fried Frank
- ☐ Gardere Wynne
- ☐ Gibbons
- ☐ Gibson Dunri
- ☒ Gordon & Rees
- ☐ Greenberg Traurig
- ☐ Harris Beach
- ☐ Harter Secrest
- ☐ Heise & Blase

Gordon & Rees

Largest U.S. Office: San Francisco, 457 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

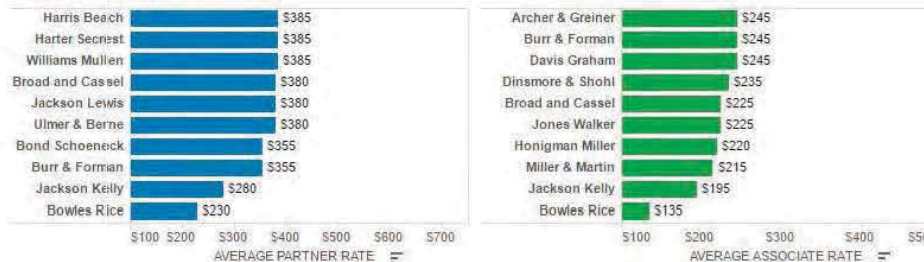
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Andrus & Nard	Denver	125	\$475	\$420	\$375	\$325	\$300	\$285
Bradley Arant	Birmingham, Ala.	125	\$475	\$420	\$375	\$325	\$300	\$285
Husch Blackwell	St. Louis	125	\$475	\$420	\$375	\$325	\$300	\$285
Lane Powell	Seattle	125	\$475	\$420	\$375	\$325	\$300	\$285
Shutts & Bowen	Miami	125	\$475	\$420	\$375	\$325	\$300	\$285
Connell Foley	Roseland, N.J.	125	\$475	\$420	\$375	\$325	\$300	\$285
Sedgwick	San Francisco	125	\$475	\$420	\$375	\$325	\$300	\$285
Gordon & Rees	San Francisco	457	\$475	\$420	\$375	\$325	\$300	\$285
Lathrop & Gage	Kansas City, Mo.	125	\$475	\$420	\$375	\$325	\$300	\$285
Strasburger & Price	Dallas	125	\$475	\$420	\$375	\$325	\$300	\$285
Wyatt Tarrant	Louisville, Ky.	125	\$475	\$420	\$375	\$325	\$300	\$285
Taft Stettinius	Cincinnati	125	\$475	\$420	\$375	\$325	\$300	\$285
Polsinelli	Kansas City, Mo.	125	\$475	\$420	\$375	\$325	\$300	\$285
Robinson & Cole	Hartford, Conn.	125	\$475	\$420	\$375	\$325	\$300	\$285

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NLJ'S BILLING SURVEY

Select a Firm

- ☐ Harris Beach
- ☐ Harter Secrest
- ☐ Haynes and Boone
- ☐ Hogan Lovells
- ☐ Holland & Hart
- ☐ Holland & Knight
- ☐ Honigman Miller
- ☐ Hughes Hubbard
- ☐ Husch Blackwell
- ☐ Ice Miller
- ☐ Irell & Manella
- ☐ Jackson Kelly
- ☒ Jackson Lewis
- ☐ Jackson Walker
- ☐ Jeffer Mangels
- ☐ Jenner & Block

Jackson Lewis

Largest U.S. Office: Los Angeles, 690 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

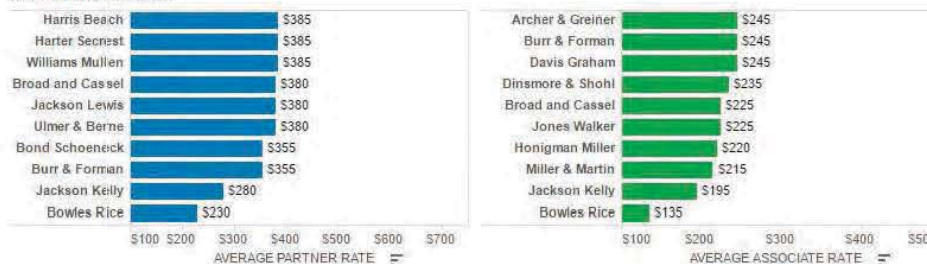
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Honigman Miller	Detroit	217	\$238	\$208	\$178	\$225	\$205	\$185
Varnum	Grand Rapids, Mich.	154	\$245	\$208	\$178	\$225	\$205	\$185
Harris Beach	Rochester, N.Y.	204	\$245	\$208	\$178	\$225	\$205	\$185
Harter Secrest	Rochester, N.Y.	154	\$245	\$208	\$178	\$225	\$205	\$185
Jones Walker	New Orleans	380	\$245	\$208	\$178	\$225	\$205	\$185
Miller & Martin	Chattanooga, Tenn.	154	\$245	\$208	\$178	\$225	\$205	\$185
Williams Mullen	Richmond, Va.	234	\$245	\$208	\$178	\$225	\$205	\$185
Broad and Cassel	Orlando, Fla.	690	\$245	\$208	\$178	\$225	\$205	\$185
Jackson Lewis	Los Angeles	690	\$440	\$380	\$310	\$315	\$290	\$275
Ulmer & Berne	Cleveland	178	\$245	\$208	\$178	\$225	\$205	\$185
Bond Schoeneck	Syracuse, N.Y.	154	\$245	\$208	\$178	\$225	\$205	\$185
Burr & Forman	Birmingham, Ala.	248	\$245	\$208	\$178	\$225	\$205	\$185
Jackson Kelly	Charleston, W.Va.	288	\$245	\$208	\$178	\$225	\$205	\$185
Bowles Rice	Charleston, W.Va.	154	\$245	\$208	\$178	\$225	\$205	\$185

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

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“Exhibit 5”

THE NATIONAL LAW JOURNAL

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A nationwide sampling of law firm billing rates

December 08, 2008

The National Law Journal asked the respondents to its 2008 survey of the nation's 250 largest law firms to provide a range of hourly billing rates for partners and associates. Firms that supplied this information — including some firms that are not in the NLJ 250 — are listed below in alphabetical order. We also asked firms to provide average and median billing rates, and several complied. The number after a firm's name indicates the total number of attorneys at the firm. The city listed after the name of a firm is the location of its principal or largest office.

The 2008 NLJ Billing Survey is available in downloadable Excel format from ALM Research.

Adams and Reese (253), New Orleans

Partners \$240-\$425 (average \$318, median \$310)

Associates \$175-\$300 (average \$209, median \$205)

Firmwide (average \$257, median \$265)

Arent Fox (336), Washington

Partners \$410-\$710

Associates \$260-\$465

Armstrong Teasdale (252), St. Louis

Partners \$295-\$450

Associates \$175-\$300

Baker, Donelson, Bearman, Caldwell & Berkowitz (549), Memphis, Tenn.

Partners \$230-\$525 average \$339, median \$330

Associates \$120-\$300 (average \$218, median \$220)

Firmwide (average \$295, median \$290)

Balch & Bingham (244), Birmingham, Ala.

Partners \$295-\$600

Associates \$200-\$280

Bass, Berry & Sims (211), Nashville, Tenn.

Partners \$240-\$575 (average \$410, median \$420)

Associates \$175-\$365 (average \$245, median \$240)

Firmwide (average \$307, median \$300)

Best Best & Krieger (198), Riverside, Calif.

Partners \$300-\$550 (average \$391, median \$375)

Associates \$190-\$330 (average \$252, median \$245)

Firmwide (average \$340, median \$305)

Blank Rome (503), Philadelphia

Partners \$425-\$785 (average \$525)

Associates \$245-\$485 (average \$332)

Firmwide (average \$400)

Bond, Schoeneck & King (189), Syracuse, N.Y.

Partners \$210-\$450 (average \$308, median \$310)

Associates \$150-\$250 (average \$187, median \$185)
Firmwide (average \$268, median \$275)

Bradley Arant Rose & White (255), Birmingham, Ala.
Partners \$260-\$550
Associates \$170-\$310

Briggs and Morgan (175), Minneapolis
Partners \$300-\$580 (average \$420, median \$425)
Associates \$195-\$290 (average \$229, median \$225)
Firmwide (average \$368, median \$390)

Brinks Hofer Gilson & Lione (171), Chicago
Partners \$320-\$700 (average \$499, median \$500)
Associates \$180-\$435 (average \$281, median \$275)
Firmwide (average \$392, median \$390)

Broad and Cassel (179), Orlando, Fla.
Partners \$290-\$475 (average \$378, median \$375)
Associates \$175-\$320 (average \$245, median \$248)
Firmwide (average \$314, median \$310)

Brownstein Hyatt Farber Schreck (235), Denver
Partners \$275-\$750 (average \$424, median \$400)
Associates \$160-\$285 (average \$234, median \$240)
Firmwide (average \$340, median \$325)

Bryan Cave (852), St. Louis
Partners \$340-\$750 (average \$525, median \$510)
Associates \$170-\$510 (average \$314, median \$310)
Firmwide (average \$424, median \$405)

Buchalter Nemer (146), Los Angeles
Partners \$260-\$600 (average \$448, median \$450)
Associates \$225-\$450 (average \$283, median \$275)
Firmwide (average \$384, median \$375)

Buchanan Ingersoll & Rooney (529), Pittsburgh
Partners \$300-\$1,020
Associates \$100-\$520

Bullivant Houser Bailey (153), Portland, Ore.
Partners \$275-\$525
Associates \$190-\$325

Burr & Forman (208), Birmingham, Ala.
Partners \$210-\$495 (average \$352, median \$350)
Associates \$165-\$305 (average \$235, median \$230)
Firmwide (average \$271, median \$295)

Butzel Long (243), Detroit
Partners \$300-\$650
Associates \$180-\$290

Carlton Fields (281), Tampa, Fla.
Partners \$305-\$650 (average \$435, median \$435)
Associates \$195-\$335 (average \$267, median \$265)
Firmwide (average \$334, median \$325)

Cooley Godward Kronish (618), Palo Alto, Calif.
Partners \$525-\$980
Associates \$285-\$570

Cozen O'Connor (478), Philadelphia
Partners \$240-\$840 (average \$457, median \$455)
Associates \$205-\$650 (average \$342, median \$325)
Firmwide (average \$397, median \$385)

Curtis, Mallet-Prevost, Colt & Mosle (235), New York
Partners \$675-\$785 (average \$730, median \$730)
Associates \$290-\$575 (average \$434, median \$435)
Firmwide (average \$520, median \$515)

Davis Wright Tremaine (467), Seattle
Partners \$300-\$710 (average \$455, median \$450)
Associates \$190-\$405 (average \$280, median \$280)
Firmwide (average \$395, median \$395)

Day Pitney (405), Florham Park, N.J.
Partners \$295-\$710
Associates \$220-\$450

Dickinson Wright (228), Detroit
Partners \$275-\$550
Associates \$180-\$300

Dickstein Shapiro (403), Washington
Partners \$475-\$895 (average \$607, median \$605)
Associates \$250-\$475 (average \$378, median \$395)
Firmwide (average \$493) (median \$485)

Dinsmore & Shohl (347), Cincinnati
Partners \$220-\$495 (average \$347, median \$338)
Associates \$160-\$305 (average \$202, median \$198)
Firmwide (average \$284, median \$275)

Dorsey & Whitney (670), Minneapolis
Partners \$235-\$1,180 (average \$505, median \$510)
Associates \$170-\$820 (average \$301, median \$335)
Firmwide (average \$407, median \$430)

Duane Morris (594) (Philadelphia)
Partners \$340-\$755 (average \$490, median \$505)
Associates \$230-\$510 (average \$326, median \$350)
Firmwide (average \$449, median \$450)

Dykema Gossett (374), Detroit
Partners \$265-\$650 (average \$415)
Associates \$170-\$435 (average \$277)

Edwards Angell Palmer & Dodge (576), Boston
Partners \$325-\$755
Associates \$170-\$480
Firmwide (median \$450)

Epstein Becker & Green (372), New York
Partners \$350-\$850 (average \$501, median \$495)
Associates \$175-\$450 (average \$312, median \$300)
Firmwide (average \$406, median \$400)

Fisher & Phillips (208), Atlanta
Partners \$330-\$505
Associates \$195-\$380

Foley & Lardner (1,032), Milwaukee
Partners (average \$596, median \$585)
Associates (average \$405, median \$395)
Firmwide \$185-\$985 (average \$508, median \$520)

Ford & Harrison (179), Atlanta
Partners \$325-\$585
Associates \$245-\$405

Fowler White Boggs Banker (201*), Tampa, Fla.

Partners \$175-\$525 (average \$360, median \$350)
Associates \$160-\$325 (average \$222, median \$220)
Firmwide (average \$314, median \$325)
(*Total prior to subsequent firm split.)

Fox Rothschild (440), Philadelphia

Partners \$250-\$590 (average \$443, median \$450)
Associates \$215-\$395 (average \$275, median \$260)
Firmwide (average \$378, median \$375)

Fredrikson & Byron (233), Minneapolis

Partners \$250-\$590 (average \$402, median \$395)
Associates \$150-\$315 (average \$237, median \$225)
Firmwide (average \$340, median \$340)

Frost Brown Todd (342), Cincinnati

Partners \$225-\$490 (average \$317, median \$310)
Associates \$145-\$260 (average \$188, median \$180)
Firmwide (average \$272, median \$270)

Gardere Wynne Sewell (281), Dallas

Partners \$380-\$750 (average \$502, median \$500)
Associates \$210-\$450 (average \$306, median \$300)
Firmwide (average \$374, median \$390)

Gibbons (230), Newark, N.J.

Partners \$375-\$700
Associates \$220-\$415

GrayRobinson (213), Orlando, Fla.

Partners \$200-\$650 (average \$310, median \$285)
Associates \$125-\$275 (average \$164, median \$167)
Firmwide (average \$239, median \$252)

Greenberg Traurig (1,840), New York

Partners \$335-\$850 (average \$520, median \$535)
Associates \$175-\$525 (average \$323, median \$325)
Firmwide (average \$426, median \$425)

Harris Beach (179), Rochester, N.Y.

Partners \$250-\$475
Associates \$140-\$275

Hiscock & Barclay (187), Syracuse, N.Y.

Partners \$190-\$650 (average \$361, median \$359)
Associates \$145-\$430 (average \$235, median \$224)
Firmwide (average \$319, median \$322)

Hodgson Russ (227), Buffalo, N.Y.

Partners \$240-\$665 (average \$355, median \$350)
Associates \$165-\$450 (average \$230, median \$235)
Firmwide (average \$303, median \$300)

Hogan & Hartson (1,175), Washington

Partners \$375-\$900 (average \$660, median \$650)
Associates \$150-\$550 (average \$410, median \$400)
Firmwide (average \$525, median \$525)

Holland & Hart (406), Denver

Partners \$295-\$615 (average \$414, median \$405)
Associates \$175-\$355 (average \$269, median \$275)
Firmwide (average \$350, median \$345)

Holme Roberts & Owen (228), Denver

Partners \$285-\$635 (average \$415, median \$410)
Associates \$160-\$525 (average \$294, median \$265)
Firmwide (average \$355, median \$345)

Howard Rice Nemerovski Canady Falk & Rabkin (102), San Francisco

Partners \$515-\$795

Associates \$275-\$510

Hughes Hubbard & Reed (334), New York

Partners \$625-\$875

Associates \$270-\$600

Husch Blackwell Sanders (629), St. Louis

Partners \$205-\$740 (average \$352, median \$340)

Associates \$150-\$380 (average \$218, median \$215)

Firmwide (average \$302, median \$300)

Jackson Kelly (187), Charleston, W.Va.

Partners \$200-\$435 (average \$238, median \$247)

Associates \$135-\$335 (average \$155, median \$151)

Firmwide (average \$214, median \$212)

Jackson Lewis (517), White Plains, N.Y.

Partners \$250-\$595

Associates \$180-\$405

Jenner & Block (482), Chicago

Partners \$525-\$1,000 (average \$616, median \$575)

Associates \$325-\$495 (average \$393, median \$375)

Jones, Walker, Waechter, Poitevent, Carrère & Denègre (264), New Orleans

Partners \$225-\$620 (average \$332, median \$325)

Associates \$140-\$250 (average \$186, median \$180)

Firmwide (average \$277, median \$275)

Kilpatrick Stockton (466), Atlanta

Partners \$310-\$695 (average \$485, median \$475)

Associates \$225-\$400 (average \$290, median \$275)

Firmwide (average \$400, median \$395)

Kelley Drye & Warren (378), New York

Partners \$430-\$850

Associates \$255-\$520

Knobbe, Martens, Olson & Bear (249), Irvine, Calif.

Partners \$375-\$660 (average \$473, median \$450)

Associates \$245-\$430 (average \$287, median \$275)

Firmwide (median \$362)

Lane Powell (170), Seattle

Partners \$325-\$550 (average \$405, median \$400)

Associates \$195-\$325 (average \$270, median \$275)

Firmwide (average \$327, median \$350)

Lathrop & Gage (281), Kansas City, Mo.

Partners \$255-\$490

Associates \$180-\$265

Leonard, Street and Deinard (189), Minneapolis

Partners \$310-\$530

Associates \$200-\$315

Lewis, Rice & Fingersh (164), St. Louis

Partners \$225-\$440

Associates \$140-\$305

Lindquist & Vennum (185), Minneapolis

Partners \$280-\$450 (average \$367, median \$375)

Associates \$180-\$295 (average \$218, median \$210)

Firmwide (average \$309, median \$330)

Locke Lord Bissell & Liddell (707), Dallas
Partners \$375-\$975 (average \$527, median \$525)
Associates \$225-\$450 (average \$313, median \$300)
Firmwide (average \$433, median \$450)

Loeb & Loeb (310), New York
Partners \$450-\$925 (average \$651, median \$650)
Associates \$260-\$500 (average \$422, median \$425)
Firmwide (average \$534, median \$500)

Lowenstein Sandler (278), Roseland, N.J.
Partners \$400-\$765
Associates \$220-\$405

Luce, Forward, Hamilton & Scripps (187), San Diego
Partners \$350-\$650 (average \$483, median \$483)
Associates \$235-\$460 (average \$293, median \$280)
Firmwide (average \$397, median \$400)

Manatt, Phelps & Phillips (358), Los Angeles
Partners \$495-\$850 (average \$626, median \$620)
Associates \$290-\$505 (average \$407, median \$410)
Firmwide (average \$533) (median \$550)

Marshall, Dennehey, Warner, Coleman & Goggin (408), Philadelphia
Partners \$135-\$400
Associates \$120-\$300

McCarter & English (399), Newark, N.J.
Partners \$325-\$635 (average \$435, median \$440)
Associates \$215-\$395 (average \$280, median \$285)
Firmwide (average \$353, median \$345)

McElroy, Deutsch, Mulvaney & Carpenter (232), Morristown, N.J.
Partners \$295-\$450 (average \$250, median \$235)
Associates \$135-\$225 (average \$180, median \$165)
Firmwide (average \$195, median \$215)

McKee Nelson (202), New York
Partners \$665-\$995
Associates \$395-\$630

McKenna Long & Aldridge (435), Atlanta
Partners \$370-\$750 (average \$454)
Associates \$220-\$450 (average \$274)

Michael Best & Friedrich (229), Milwaukee
Partners \$235-\$620 (average \$391, median \$375)
Associates \$190-\$330 (average \$252, median \$245)
Firmwide (average \$340, median \$305)

Miller, Canfield, Paddock and Stone (387), Detroit
Partners \$275-\$620 (average \$425, median \$425)
Associates \$165-\$375 (average \$240, median \$240)
Firmwide (average \$347, median \$355)

Miller & Martin (198), Chattanooga, Tenn.
Partners \$210-\$610 (average \$354, median \$360)
Associates \$180-\$305 (average \$210, median \$205)
Firmwide (average \$316, median \$330)

Montgomery, McCracken, Walker & Rhoads (151), Philadelphia
Partners \$360-\$585 (average \$440)
Associates \$195-\$365 (average \$270)
Firmwide (average \$360)

Moore & Van Allen (300), Charlotte, N.C.

Partners \$280-\$770 (average \$425, median \$410)
Associates \$180-\$365 (average \$256, median \$250)
Firmwide (average \$283, median \$273)

Nexsen Pruet (174), Columbia, S.C.

Partners \$250-\$450
Associates \$170-\$250

Nixon Peabody (699), Boston

Partners \$565-\$845 (average \$570, median \$590)
Associates \$230-\$350 (average \$370, median \$365)
Firmwide (average \$468, median \$430)

Ogletree, Deakins, Nash, Smoak & Stewart (428), Greenville, S.C.

Partners \$275-\$600 (average \$367)
Associates \$185-\$380 (average \$266)
Firmwide (average \$325)

Patton Boggs (529), Washington

Partners \$360-\$990 (average \$586, median \$570)
Associates \$244-\$535 (average \$372, median \$385)
Firmwide (average \$440, median \$455)

Pepper Hamilton (514), Philadelphia

Partners \$385-\$795
Associates \$240-\$395

Perkins Cole (632), Seattle

Partners \$260-\$785 (average \$498)
Associates \$165-\$515 (average \$329)

Phelps Dunbar (258), New Orleans

Partners \$170-\$450 (average \$256, median \$250)
Associates \$130-\$260 (average \$171, median \$165)
Firmwide (average \$213, median \$205)

Phillips Lytle (179), Buffalo, N.Y.

Partners \$250-\$475 (average \$334, median \$330)
Associates \$155-\$355 (average \$230, median \$220)
Firmwide (average \$288, median \$300)

Polsinelli Shalton Flanigan Suelthaus (304), Kansas City, Mo.

Partners \$250-\$600
Associates \$175-\$275

Quarles & Brady (450), Milwaukee

Partners \$280-\$625 (average \$419, median \$420)
Associates \$200-\$375 (average \$252, median \$245)
Firmwide (average \$347, median \$342)

Reed Smith (1,558*), Pittsburgh

Partners \$375-\$900 (average \$626, median \$585)
Associates \$235-\$580 (average \$423, median \$390)
Firmwide (average \$441, median \$425)

(*National Association for Law Placement figure. The firm recently reported an attorney count of 1,505.)

Robinson & Cole (215), Hartford, Conn.

Partners \$320-\$650 (average \$436, median \$440)
Associates \$210-\$350 (average \$276, median \$275)
Firmwide (average \$346, median \$350)

Roetzel & Andress (227), Akron, Ohio

Partners \$225-\$500 (average \$333, median \$325)
Associates \$170-\$295 (average \$219, median \$215)
Firmwide (average \$292, median \$300)

Rutan & Tucker (140), Costa Mesa, Calif.
Partners \$315-\$635
Associates \$220-\$370

Saul Ewing (231), Philadelphia
Partners \$295-\$800 (average \$441, median \$430)
Associates \$205-\$535 (average \$285, median \$255)
Firmwide (average \$372, median \$380)

Schnader Harrison Segal & Lewis (189), Philadelphia
Partners \$275-\$625
Associates \$160-\$375

Schulte Roth & Zabel (481), New York
Partners \$695-\$895 (average \$770, median \$755)
Associates \$255-\$650 (average \$495, median \$510)
Firmwide (average \$550, median \$530)

Sedgwick, Detert, Moran & Arnold (380), San Francisco
Partners \$295-\$650 (average \$398, median \$380)
Associates \$185-\$390 (average \$262, median \$260)
Firmwide (average \$318, median \$300)

Sheppard, Mullin, Richter & Hampton (458), Los Angeles
Partners \$475-\$795
Associates \$275-\$455 (up to \$580 in New York)

Shughart Thomson & Kilroy (179), Kansas City, Mo.
Partners \$240-\$500
Associates \$185-\$245

Shumaker, Loop & Kendrick (180), Toledo, Ohio
Partners \$225-\$500 (average \$329, median \$325)
Associates \$185-\$380 (average \$227, median \$225)
Firmwide (average \$297, median \$315)

Shutts & Bowen (203), Miami
Partners \$190-\$540
Associates \$190-\$240

Sills Cummis & Gross (165), Newark, N.J.
Partners \$395-\$725
Associates \$215-\$425

Smith, Gambrell & Russell (181), Atlanta
Partners \$260-\$595
Associates \$155-\$335

Snell & Wilmer (440), Phoenix
Partners \$300-\$725 (average \$444)
Associates \$170-\$420 (average \$271)
Firmwide (average \$354)

Stephoe & Johnson LLP (506), Washington
Partners \$350-\$895 (average \$591, median \$580)
Associates \$210-\$685 (average \$384, median \$395)
Firmwide (average \$477, median \$470)

Stephoe & Johnson PLLC (182), Clarksburg, W.Va.
Partners \$200-\$325
Associates \$170-\$250

Stinson Morrison Hecker (324), Kansas City, Mo.
Partners \$275-\$680 (average \$363, median \$373)
Associates \$190-\$290 (average \$224, median \$228)
Firmwide (average \$293, median \$275)

Stoel Rives (350), Portland, Ore.

Partners \$290-\$550

Associates \$170-\$365

Strasburger & Price (194), Dallas

Partners \$300-\$580

Associates \$185-\$395

Firmwide (average \$334)

Sullivan & Worcester (182), Boston

Partners \$450-\$775 (average \$603, median \$600)

Associates \$270-\$490 (average \$343, median \$330)

Firmwide (average \$485, median \$495)

Sutherland Asbill & Brennan (429), Atlanta

Partners \$395-\$750 (average \$543, median \$530)

Associates \$240-\$450 (average \$316, median \$300)

Firmwide (average \$379, median \$380)

Taft Stettinius & Hollister (337), Cincinnati

Partners \$200-\$475 (average \$354, median \$355)

Associates \$165-\$325 (average \$217, median \$195)

Firmwide (average \$294, median \$295)

Thompson Coburn (344), St. Louis

Partners \$295-\$555

Associates \$170-\$400

Thompson Hine (396), Cleveland

Partners \$275-\$740 (average \$425, median \$420)

Associates \$185-\$510 (average \$240, median \$235)

Firmwide (average \$330, median \$325)

Thompson & Knight (458), Dallas

Partners \$410-\$785 (average \$545, median \$530)

Associates \$250-\$500 (average \$334, median \$345)

Firmwide (average \$453, median \$450)

Ulmer & Berne (176), Cleveland

Partners \$230-\$495 (average \$319)

Associates \$175-\$310 (average \$205)

Firmwide (average \$262)

Vedder Price (265), Chicago

Partners \$310-\$685 (average \$455, median \$445)

Associates \$235-\$390 (average \$290, median \$290)

Firmwide (average \$385, median \$390)

Venable (569), Washington

Partners \$380-\$950 (average \$530, median \$525)

Associates \$250-\$425 (average \$329, median \$320)

Firmwide (average \$440, median \$440)

White & Case (2,205), New York

Partners \$550-\$1,260 (average \$747)

Associates \$160-\$920 (average \$456)

Firmwide (average \$513)

Wiggin and Dana (152), New Haven, Conn.

Partners \$360-\$600

Associates \$215-\$375

Williams Mullen (326), Richmond, Va.

Partners \$300-\$625 (average \$401, median \$380)

Associates \$170-\$355 (average \$260, median \$255)

Firmwide (average \$344, median \$350)

Winstead (281), Dallas

Partners \$365-\$655 (average \$465)

Associates \$215-\$385 (average \$282)

Firmwide (average \$390)

Winston & Strawn (1,004), Chicago

Partners \$400-\$975 (average \$622)

Associates \$210-\$625 (average \$376)

Firmwide (average \$448)

Womble Carlyle Sandridge & Rice (505), Winston-Salem, N.C.

Partners \$285-\$750 (average \$448, median \$450)

Associates \$140-\$370 (average \$275, median \$275)

Firmwide (average \$248, median \$200)

Wyatt Tarrant & Combs (198), Louisville, Ky.

Partners \$225-\$450 (average \$340, median \$345)

Associates \$180-\$255 (average \$210, median \$210)

Firmwide (average \$300, median \$310)

“Exhibit 6”

LAFFEY MATRIX

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

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

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

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

“Exhibit 7”

Salary Table 2025-DCB
Incorporating the 1.7% General Schedule Increase and a Locality Payment of 33.94%
For the Locality Pay Area of Washington-Baltimore-Arlington, DC-MD-VA-WV-PA
Total Increase: 2.22%
Effective January 2025

Annual Rates by Grade and Step

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$ 29,949	\$ 30,954	\$ 31,949	\$ 32,941	\$ 33,935	\$ 34,516	\$ 35,502	\$ 36,495	\$ 36,535	\$ 37,463
2	33,675	34,476	35,592	36,535	36,945	38,031	39,117	40,203	41,290	42,376
3	36,745	37,969	39,194	40,418	41,642	42,866	44,090	45,315	46,539	47,763
4	41,247	42,622	43,998	45,374	46,749	48,125	49,500	50,876	52,251	53,627
5	46,148	47,685	49,223	50,761	52,298	53,836	55,373	56,911	58,449	59,986
6	51,442	53,157	54,871	56,586	58,300	60,014	61,729	63,443	65,158	66,872
7	57,164	59,070	60,976	62,882	64,788	66,694	68,600	70,506	72,412	74,318
8	63,307	65,418	67,529	69,639	71,750	73,861	75,972	78,083	80,194	82,305
9	69,923	72,254	74,584	76,915	79,246	81,576	83,907	86,237	88,568	90,898
10	77,001	79,567	82,133	84,700	87,266	89,832	92,399	94,965	97,531	100,097
11	84,601	87,420	90,239	93,059	95,878	98,698	101,517	104,337	107,156	109,975
12	101,401	104,781	108,162	111,543	114,923	118,304	121,684	125,065	128,446	131,826
13	120,579	124,599	128,619	132,638	136,658	140,677	144,697	148,716	152,736	156,755
14	142,488	147,238	151,987	156,737	161,486	166,236	170,985	175,735	180,484	185,234
15	167,603	173,190	178,776	184,363	189,950	195,200 *	195,200 *	195,200 *	195,200 *	195,200 *

* Rate limited to the rate for level IV of the Executive Schedule (5 U.S.C. 5304 (g)(1)).

Applicable locations are shown on the 2025 Locality Pay Area Definitions page:
<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2025/locality-pay-area-definitions/>

“Exhibit 8”

Salary Table 2025-LA
Incorporating the 1.7% General Schedule Increase and a Locality Payment of 36.47%
For the Locality Pay Area of Los Angeles-Long Beach, CA
Total Increase: 2.17%
Effective January 2025

Annual Rates by Grade and Step

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$ 30,515	\$ 31,538	\$ 32,552	\$ 33,563	\$ 34,576	\$ 35,168	\$ 36,173	\$ 37,184	\$ 37,225	\$ 38,171
2	34,311	35,127	36,264	37,225	37,643	38,749	39,856	40,963	42,070	43,176
3	37,439	38,687	39,934	41,181	42,429	43,676	44,923	46,171	47,418	48,665
4	42,026	43,427	44,829	46,231	47,632	49,034	50,435	51,837	53,238	54,640
5	47,019	48,586	50,153	51,719	53,286	54,853	56,419	57,986	59,553	61,119
6	52,414	54,161	55,908	57,654	59,401	61,148	62,895	64,642	66,389	68,135
7	58,244	60,186	62,128	64,070	66,012	67,954	69,896	71,838	73,780	75,722
8	64,503	66,653	68,804	70,955	73,106	75,256	77,407	79,558	81,709	83,859
9	71,244	73,619	75,993	78,368	80,742	83,117	85,492	87,866	90,241	92,615
10	78,455	81,070	83,685	86,300	88,914	91,529	94,144	96,759	99,373	101,988
11	86,199	89,071	91,944	94,817	97,689	100,562	103,435	106,307	109,180	112,053
12	103,316	106,760	110,205	113,649	117,094	120,538	123,983	127,427	130,872	134,317
13	122,857	126,953	131,048	135,144	139,239	143,334	147,430	151,525	155,621	159,716
14	145,180	150,019	154,858	159,697	164,536	169,376	174,215	179,054	183,893	188,733
15	170,769	176,461	182,153	187,845	193,538	195,200 *	195,200 *	195,200 *	195,200 *	195,200 *

* Rate limited to the rate for level IV of the Executive Schedule (5 U.S.C. 5304 (g)(1)).

Applicable locations are shown on the 2025 Locality Pay Area Definitions page:
<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2025/locality-pay-area-definitions/>

“Exhibit 9”

JUDICIARY SALARY PLAN
Washington-Baltimore-Arlington, DC-MD-VA-WV-PA - Table DCB
33.94% Locality Payment Included
Effective January 13, 2025

Grade	1	2	3	4	5	6	7	8	9	10
1	\$29,949	\$30,954	\$31,949	\$32,941	\$33,935	\$34,516	\$35,502	\$36,495	\$36,535	\$37,463
2	\$33,675	\$34,476	\$35,592	\$36,535	\$36,945	\$38,031	\$39,117	\$40,203	\$41,290	\$42,376
3	\$36,745	\$37,969	\$39,194	\$40,418	\$41,642	\$42,866	\$44,090	\$45,315	\$46,539	\$47,763
4	\$41,247	\$42,622	\$43,998	\$45,374	\$46,749	\$48,125	\$49,500	\$50,876	\$52,251	\$53,627
5	\$46,148	\$47,685	\$49,223	\$50,761	\$52,298	\$53,836	\$55,373	\$56,911	\$58,449	\$59,986
6	\$51,442	\$53,157	\$54,871	\$56,586	\$58,300	\$60,014	\$61,729	\$63,443	\$65,158	\$66,872
7	\$57,164	\$59,070	\$60,976	\$62,882	\$64,788	\$66,694	\$68,600	\$70,506	\$72,412	\$74,318
8	\$63,307	\$65,418	\$67,529	\$69,639	\$71,750	\$73,861	\$75,972	\$78,083	\$80,194	\$82,305
9	\$69,923	\$72,254	\$74,584	\$76,915	\$79,246	\$81,576	\$83,907	\$86,237	\$88,568	\$90,898
10	\$77,001	\$79,567	\$82,133	\$84,700	\$87,266	\$89,832	\$92,399	\$94,965	\$97,531	\$100,097
11	\$84,601	\$87,420	\$90,239	\$93,059	\$95,878	\$98,698	\$101,517	\$104,337	\$107,156	\$109,975
12	\$101,401	\$104,781	\$108,162	\$111,543	\$114,923	\$118,304	\$121,684	\$125,065	\$128,446	\$131,826
13	\$120,579	\$124,599	\$128,619	\$132,638	\$136,658	\$140,677	\$144,697	\$148,716	\$152,736	\$156,755
14	\$142,488	\$147,238	\$151,987	\$156,737	\$161,486	\$166,236	\$170,985	\$175,735	\$180,484	\$185,234
15	\$167,603	\$173,190	\$178,776	\$184,363	\$189,950	\$195,200 **	\$195,200 **	\$195,200 **	\$195,200 **	\$195,200 **
16	\$196,568	\$203,120	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *
17	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *
18	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *

* Rate limited to the rate for Level III of the Executive Schedule.

** Rate limited to the rate for Level IV of the Executive Schedule.

“Exhibit 10”

JUDICIARY SALARY PLAN
Los Angeles-Long Beach, CA - Table LA
36.47% Locality Payment Included
Effective January 13, 2025

Grade	1	2	3	4	5	6	7	8	9	10
1	\$30,515	\$31,538	\$32,552	\$33,563	\$34,576	\$35,168	\$36,173	\$37,184	\$37,225	\$38,171
2	\$34,311	\$35,127	\$36,264	\$37,225	\$37,643	\$38,749	\$39,856	\$40,963	\$42,070	\$43,176
3	\$37,439	\$38,687	\$39,934	\$41,181	\$42,429	\$43,676	\$44,923	\$46,171	\$47,418	\$48,665
4	\$42,026	\$43,427	\$44,829	\$46,231	\$47,632	\$49,034	\$50,435	\$51,837	\$53,238	\$54,640
5	\$47,019	\$48,586	\$50,153	\$51,719	\$53,286	\$54,853	\$56,419	\$57,986	\$59,553	\$61,119
6	\$52,414	\$54,161	\$55,908	\$57,654	\$59,401	\$61,148	\$62,895	\$64,642	\$66,389	\$68,135
7	\$58,244	\$60,186	\$62,128	\$64,070	\$66,012	\$67,954	\$69,896	\$71,838	\$73,780	\$75,722
8	\$64,503	\$66,653	\$68,804	\$70,955	\$73,106	\$75,256	\$77,407	\$79,558	\$81,709	\$83,859
9	\$71,244	\$73,619	\$75,993	\$78,368	\$80,742	\$83,117	\$85,492	\$87,866	\$90,241	\$92,615
10	\$78,455	\$81,070	\$83,685	\$86,300	\$88,914	\$91,529	\$94,144	\$96,759	\$99,373	\$101,988
11	\$86,199	\$89,071	\$91,944	\$94,817	\$97,689	\$100,562	\$103,435	\$106,307	\$109,180	\$112,053
12	\$103,316	\$106,760	\$110,205	\$113,649	\$117,094	\$120,538	\$123,983	\$127,427	\$130,872	\$134,317
13	\$122,857	\$126,953	\$131,048	\$135,144	\$139,239	\$143,334	\$147,430	\$151,525	\$155,621	\$159,716
14	\$145,180	\$150,019	\$154,858	\$159,697	\$164,536	\$169,376	\$174,215	\$179,054	\$183,893	\$188,733
15	\$170,769	\$176,461	\$182,153	\$187,845	\$193,538	\$195,200 **	\$195,200 **	\$195,200 **	\$195,200 **	\$195,200 **
16	\$200,281	\$206,957	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *
17	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *
18	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *

* Rate limited to the rate for Level III of the Executive Schedule.

** Rate limited to the rate for Level IV of the Executive Schedule.

“Exhibit 11”

Laredo, TX

Texas

Place Name	FIPS
Jim Hogg County, TX	48247
La Salle County, TX	48283
Webb County, TX	48479

Las Vegas-Henderson, NV-AZ

Nevada

Place Name	FIPS
Clark County, NV	32003
Nye County, NV	32023

Arizona

Place Name	FIPS
Mohave County, AZ	04015

Los Angeles-Long Beach, CA

California

Place Name	FIPS
Imperial County, CA	06025
Kern County, CA	06029
Los Angeles County, CA	06037
Orange County, CA	06059
Riverside County, CA	06065
San Bernardino County, CA	06071
San Luis Obispo County, CA	06079
Santa Barbara County, CA	06083
Ventura County, CA	06111

“Exhibit 12”