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on behalf of herself and others similarly situated.

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

11 BRIDGETT WATSON, on behalf of herself and
others similarly situated,

12 PLAINTIFF,

13 vs.

14 TOLL GLOBAL FORWARDING (USA) INC.;
15 TOLL GLOBAL FORWARDING SCS (USA)
INC.; TGF MANAGEMENT GROUP
16 HOLDCO INC.; SIMPLIFIED LABOR
STAFFING SOLUTIONS, INC.;
17 CHARTWELL STAFFING SERVICES, INC.;
INSPERITY EXPENSE MANAGEMENT,
18 INC.; and DOES 1 to 100, Inclusive,

19 DEFENDANTS.
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Case No.: 20STCV12986

*[Assigned for all purposes to the Hon. David S.
Cunningham, SSC Dept. 11]*

**DECLARATION OF MELISSA A.
HUETHER IN SUPPORT OF
PLAINTIFF'S MOTION FOR APPROVAL
OF PRIVATE ATTORNEYS GENERAL
ACT SETTLEMENT**

*[Filed concurrently with the Notice of Motion
and Motion for Approval of Private Attorneys
General Act Settlement; [Proposed] Order]*

Hearing Information:

Date: July 3, 2023

Time: 10:00 a.m.

Dept.: SSC11

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1. I am an attorney licensed to practice law in the State of California. I am an attorney at Lavi & Ebrahimian, LLP and am co-counsel for Plaintiff Bridgett Watson (“Plaintiff”), aggrieved employees, and the State of California as private attorney general. Based on my assignment to this case and familiarity with the file in this matter; I have personal knowledge of the matters stated herein and if called and sworn as a witness, I would and could competently testify under oath thereto. I am a member in good standing of all State and Federal District Courts of California. I am submitting this declaration in support of Plaintiff’s Notice of Motion and Motion for Approval of Private Attorneys General Act Settlement.

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2. The attorneys at our office are experienced and qualified to evaluate the PAGA claims and to evaluate settlement versus trial on a fully informed basis, and to evaluate the viability of the defenses.

3. I, and the law firm of Lavi & Ebrahimiyan, LLP, have almost exclusively practiced in the area of labor and employment law.

4. I graduated from Loyola Law School, Los Angeles in 2017. I have been in practice with the law firm of Lavi & Ebrahimi, LLP since April 2021, focusing almost exclusively in the area of employment law and specifically wage and hour class actions. Prior to joining Lavi & Ebrahimi, I litigated exclusively wage and hour class and PAGA actions on behalf of employees throughout California. I have been involved in numerous cases in all aspects from pre-filing through settlement, including California and Federal class actions, PAGA representative actions, and collective actions.

5. I am also familiar with the practice the partner assigned to this case, Mr. Joseph Lavi. Mr. Lavi graduated from law school in 2000 and has been practicing ever since. Mr. Lavi and I have handled numerous cases in all aspects of employment and labor law, including state and federal class actions, wrongful termination, discrimination, harassment, and retaliation cases. Mr. Lavi and I have tried labor and employment cases in California state and federal courts. Additionally, Mr.

1 Lavi has argued before various Court of Appeals, on employment issues such as validity of
2 Arbitration Agreements, Application of Res Judicata in class action cases as well as other
3 employment issues. Mr. Lavi has also been a panelist and/or speaker for various Employment Law
4 Continuing Legal Education Panels on issues of employment law trials, how to proceed and conduct
5 trials as well as proving and winning punitive damages. Mr. Lavi has been named a Southern
6 California Super Lawyer in the area of Plaintiff's employment litigation-class action from 2011-
7 2022. Mr. Lavi and I have settled numerous wage and hour class actions and we are currently
8 Plaintiff's counsel in numerous others. Some of the class actions that Mr. Lavi has handled against
9 employers on wage and hour issues and have been approved as class counsel consisted of Kaiser
10 Permanente which settled for \$6,510,000.00; Hustler Casino which settled for \$980,000.00;
11 Chevron Stations Inc., which settled for \$4,500,000.00; Commerce Casino which settled for
12 \$1,575,000.00; BP West Cost Products, which settled for \$4,000,000.00; Kaiser Permanente which
13 settled for \$3,600,000.00, Fuddruckers (as lead counsel) which settled for \$900,000.00; Movado
14 Retail Group, Inc. (as lead counsel) which settled for \$728,000.00, Chuck-E-Cheese's (as lead
15 counsel) which settled for \$1,900,000.00; Aero-Electric Connector, Inc. (as lead counsel) which
16 settled for \$1,500,000.00; Clougherty Packing, LLC (as lead counsel) which settled for
17 \$4,250,000.00; and Gruma Corporation (as lead counsel) which Defendant's petition to the United
18 States Supreme Court in the matter was denied and the matter settled for \$2,300,000.00. There are
19 numerous other class actions that Mr. Lavi and I have settled as well as pending ones. We have been
20 approved as class counsel by both federal and state Courts. Mr. Lavi, myself, and the other attorneys
21 at Lavi & Ebrahimian who are available to assist us in this case if needed are fully capable of
22 adequately and fairly representing Plaintiff and the proposed class in this matter. Lavi &
23 Ebrahimian, LLP, has been appointed Class Counsel in over fifty contested proceedings including
24 the following:

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

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- 1 b. *Santana v. El Pollo Loco, Inc.*, Los Angeles Superior Court Case No.
2 BC369846;
- 3 c. *Edlin, et al. v. Fuddruckers, Inc.*, United States District Court, Central
4 District of California, Case No. CV-07-3678-ABC;
- 5 d. *Chavez, et al. vs. CEC Entertainment, Inc. d/b/a Chukee-Cheeses*, Los
6 Angeles Superior Court Case No. BC380996;
- 7 e. *Bustamante, et al. v. Teamone Employment Specialists*, Los Angeles Superior
8 Court Case No. BC383266;
- 9 f. *Cervantes, et al. v. Kaiser Foundation Hospitals, Inc.*, Alameda Superior
10 Court Case No. RG 0265835;
- 11 g. *Seng Savang v. Club One Casino*; Fresno Superior Court Case No.
12 05CECG02189;
- 13 h. *Norman, et al. v. Movado Retail Group, Inc.*, United States District Court,
14 Central District of California, Case No. CV08-06691 SVW (PLA)
- 15 i. *Shand v. G.A.L.A., Inc. dba Giorgio Armani*, Los Angeles Superior Court
16 Case No. BC342588;
- 17 g. *Solis v. Plycraft Industries, Inc.*, Los Angeles Superior Court Case No.
18 BC374816;
- 19 h. *Campos v. HWB Carwash, Inc.*, Los Angeles Superior Court Case No.
20 BC378990;
- 21 i. *Acosta, et al. v. Texwood Industries*, United States District Court, Central
22 District of California, Case No. CV07-3237-DDP (PLAX);
- 23 h. *Arevalo v. Gruma Corporation*, Los Angeles Superior Court Case No.
24 BC410322;
- 25 j. *Burrola v. American Promotional Events*, Los Angeles Superior Court Case
26 No. BC412315;

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1 k. *Cortez v. Trader Distribution Services*, Los Angeles Superior Court Case No.
2 BC397208;
3 l. *Cueva v. Allied Industries, Inc.*, Los Angeles Superior Court Case No.
4 BC399431;
5 m. *Del Toro v. Petco Animal Supplies, Inc.*, San Diego Superior Court Case No.
6 37-2009-00103626-CU-OE-CTL;
7 n. *Garcia v. Home Cooking, Inc.*, Los Angeles Superior Court Case No.
8 BC451148;
9 o. *Alcantar v. Amerimax Building Products, Inc.*, United States District Court,
10 Central District of California, Case No. CV 10-8916 DDP (CWx);
11 p. *Arancivias v. Clougherty Packaging, LLC dba Farmer John*, Los Angeles
12 Superior Court Case No. BC432406;
13 q. *Barajas v. Menzies Aviation, Inc.*, United States District Court, Central
14 District of California, Case No CV-10-02315-JEM;
15 r. *Barrera v. BHFC Operating, LLC dba Bottega Louie*, Los Angeles Superior
16 Court Case No. BC462603;
17 s. *Camacho v. American Textile Maintenance Co.*, Los Angeles Superior
18 Court Case No. BC452570;
19 t. *Cortes v. Monsanto Company*, Ventura Superior Court Case No. 56-2010-
20 00366952-CU-OE-VTA;
21 u. *Escobar v. Aero-Electric Connector, Inc.*, Los Angeles Superior Court Case
22 No. BC421009;
23 v. *Gomez v. Bacara Resort & Spa*, Santa Barbara Superior Court Case No.
24 1341987;
25 w. *Gonzalez v. Ashley Furniture Industries, Inc.*, Los Angeles Superior Court
26 Case No. BC425708;

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1 x. *Gonzalez v. Burrtec Waste Industries, Inc.*, Los Angeles Superior Court Case
2 No. BC436879;
3 y. *Gutierrez v. Visterra Credit Union*, Riverside Superior Court Case No.
4 RIC10020183;
5 z. *Hernandez v. Kruse & Son, Inc.*, Los Angeles Superior Court Case No.
6 BC411849;
7 aa. *Lopez v. Tecno Industrial Engineering*, Los Angeles Superior Court Case No.
8 BC411134;
9 bb. *Lowanga v. Continental Currency Services, Inc.*, Orange County Superior
10 Court Case No. 30-2011-0044011-CU-OE-CXC;
11 cc. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central
12 District of California, Case No. CV 10-0415 ODW (FMOx)
13 dd. *Lozada v. Classic Party Rentals, Inc.*, Los Angeles Superior Court Case No.
14 BC443792;
15 ee. *Madrid v. OPI Products, Inc.*, Los Angeles Superior Court Case No.
16 BC451489;
17 ff. *Martinez v. J. Fletcher Creamer & Son, Inc.*, United States District Court
18 Case No. CV 10-0968-PSG-FMOX;
19 gg. *Martinez v. Administaff Companies II, L.P.*, Los Angeles Superior Court Case
20 No. BC425799;
21 hh. *Martinez v. Morgans Hotel Group Management, LLC*, Los Angeles Superior
22 Court Case No. BC446744;
23 jj. *Sanchez v. La Brea Bakery, Inc.*, Los Angeles Superior Court Case No.
24 BC456420;
25 ii. *Montenegro v. Ruggeri Marble and Granite, Inc.*, United States District
26 Court, Central District of California, Case No. CV-10-00711 JFW (PLAx);
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1 kk. *Reed v. 99 Cents Only Stores*, Los Angeles Superior Court Case No.
2 BC436793;

3 ll. *Santos v. Noble Management Group-California, LLC*, United States District
4 Court, Central District of California, Case No. CV 10-2594 DSF (VBKx)

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

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

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

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

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

15 rr. *Bejar v. Exopack-Ontario, Inc.*, Orange County Superior Court Case No. 30-
16 2011-00518396-CU-OE-CXC;

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

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

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

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

25 6. The attorneys at our law firm and I have performed substantial work and diligently
26 investigated and prosecuted this case to a successful conclusion. Plaintiff's Counsel believes this
27 settlement to be fair, reasonable, and adequate.

1 7. Based upon my experience and after factoring in the risks explained below, I believe
2 that the proposed settlement is fair and reasonable. As such and for the reasons set forth below, I
3 believe that the Parties' proposed PAGA Settlement should be approved.

4 PROCEDURAL AND FACTUAL HISTORY

5 8. Defendant Toll Global Forwarding (USA) Inc., Toll Global Forwarding SCS (USA)
6 Inc., TGF Management Group Holdco Inc. provide logistics and transportation services in
7 California and across the world. Defendant Simplified Labor Staffing Solutions, Inc. ("Simplified"),
8 Chartwell Staffing Services, Inc., Insperity PEO Services, L.P. erroneously sued as Insperity
9 Expense Management, Inc. are staffing agencies which placed employees to work at Toll
10 warehouses. Plaintiff worked as a non-exempt hourly paid employee who was placed at a Toll
11 warehouse from on or around April 2014 through on or around December 10, 2019. Defendants
12 estimate there are collectively 4,086 Aggrieved Employees (3,197 Simplified employees with
13 40,588 pay periods, 796 Chartwell employees with 8,795 pay periods, and 93 Insperity/Toll
14 employees with 6,193 pay periods).

15 9. On April 1, 2020, Plaintiff submitted a letter to the California Labor and Workforce
16 Development Agency ("LWDA") to notify the LWDA pursuant to PAGA of Plaintiff's intent to
17 seek civil penalties for violations of the Labor Code.

18 10. On April 1, 2020, Plaintiff commenced this Action by filing a Complaint alleging
19 causes of action against Defendants for (1) failure to pay wages for all time worked at minimum
20 wage in violation of labor code sections 1194 and 1197; (2) failure to pay proper overtime wages
21 for all overtime hours worked in violation of labor code section 510, 11941 and 1198; (3) failure to
22 authorize or permit meal periods in violations of labor code sections 512 and 226.7; (4) failure to
23 authorize or permit rest periods in violation of labor code section 226.7; (5) failure to reimburse
24 employees for required expenses in violation of labor section 2802; (6) failure to provide complete
25 and accurate wage statements in violation of labor code section 226; (7) failure to timely pay all
26 earned wages and final paychecks due at time of separation of employment in violation of labor
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1 sections 201, 202, and 203; and (8) unfair business practices, in violation of business and professions
2 code section 17200, *et seq.*

3 11. On August 11, 2020, Plaintiff filed a First Amended Complaint adding a PAGA
4 claim for civil penalties.

5 12. On November 9, 2020, Plaintiff filed a Second Amended Complaint. The Second
6 Amended Complaint is the operative complaint in the Action (the “Operative Complaint”).

7 13. On November 20, 2020, pursuant to Plaintiff’s request, the Court entered an Order
8 dismissing the class action allegations from the Operative Complaint, leaving only a PAGA claim.
9 The Operative Complaint alleges a claim for civil penalties pursuant to PAGA based on Defendants:
10 (1) failure to pay wages for all time worked at minimum wage in violation of labor code sections
11 1194, 1197 and the Wage Orders; (2) failure to pay proper overtime wages for all overtime hours
12 worked in violation of labor code section 510, 11941, 1198 and the Wage Orders; (3) failure to
13 authorize or permit meal periods in violations of labor code sections 512, 226.7 and the Wage
14 Orders; (4) failure to authorize or permit rest periods in violation of labor code section 226.7 and
15 the Wage Orders; (5) failure to reimburse employees for required expenses in violation of labor
16 section 2802; (6) failure to provide complete and accurate wage statements in violation of labor
17 code section 226; (7) failure to timely pay all earned wages and final paychecks due at time of
18 separation of employment in violation of labor sections 201, 202, and 203; (8) failure to maintain
19 temperature providing reasonable comfort in violation of labor code sections 1198, 6720, and the
20 Wage Orders; and (9) failure to provide suitable seats in violation of labor code section 1198 and
21 the Wage Orders.

22 14. On August 10, 2022, the Parties participated in mediation before the Honorable Carl
23 J. West at Signature Resolution which resulted in a resolution of the claims at issue in the Action.

24 15. Prior to Plaintiff’s Action, the Toll Defendants and Simplified reached a resolution
25 of a prior filed PAGA action entitled *Martinez v. Simplified Labor Staffing Solutions, et al.*, Case
26 No. 19STCV05288 (“the *Martinez Lawsuit*”). The Parties agree that the *Martinez Lawsuit* overlaps
27 with the present Action with respect to the Simplified Aggrieved Employees. The Parties dispute
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1 whether the *Martinez* Lawsuit released the heating and seating claims. In an effort to resolve these
2 dispute, however, the Parties agree that the Simplified Aggrieved Employees may recover PAGA
3 penalties for these claims, specifically, their claims for (1) failure to maintain temperature providing
4 reasonable comfort in violation of labor code sections 1198, 6720, and the Wage Orders and (2)
5 failure to provide suitable seats in violation of labor code section 1198 and the Wage Orders, which
6 are alleged in the Action here. Therefore, the Parties agree to resolve the remaining claims of the
7 Simplified Aggrieved Employees in the present Action.

8 16. At all times, Defendants denied the allegations and contended that: they properly
9 paid minimum and overtime wages, employees were provided all required meal rest breaks and any
10 clear violations were due to actions of the employees' own volition, employees were provided
11 itemized statements in compliance with the Labor Code, all wages due and owing were promptly
12 paid upon separation of employment, they maintained appropriate temperatures at its work sites,
13 they provided suitable seating, and otherwise always complied with all applicable laws.

14 17. In preparation for mediation, the Parties exchanged various documents and
15 information that allowed both sides to evaluate the potential exposure and potential risk, such as a
16 review of Defendants' policies and procedures related to the claims alleged in Plaintiff's Complaint,
17 and time and pay data. Specifically, Plaintiff's counsel and expert reviewed and analyzed time data
18 for approximately 2,912 aggrieved employees during the PAGA Period. Plaintiff's counsel also
19 reviewed relevant policy documents and pictures of Defendants' warehouses with details regarding
20 Plaintiff's temperature and seating claims. During this process, Plaintiff's counsel analyzed,
21 researched, and investigated the potential issues, including matters related to the calculation of
22 PAGA damages, interviews of the named Plaintiff and other Aggrieved Employees, potential trial
23 management issues, and appellate issues and risks.

24 18. On August 10, 2022, the Parties attended an all-day mediation with experienced
25 mediator the Hon. Carl J. West (Ret.) and reached an agreement in principle to resolve the action.
26 Plaintiff and Plaintiff's Counsel concluded—after considering the sharply disputed factual and legal
27 issues involved on the PAGA claims, the risks attending further prosecution, delay if the Court
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1 required arbitration of the individual claims prior to proceeding on the PAGA claims, and the
2 benefits to be received pursuant to the compromise and settlement of the action as set forth in the
3 agreement—that settlement was in the best interest of the representative Plaintiff, the LWDA, and
4 the aggrieved employees and is fair and reasonable and furthers the purpose of the PAGA to enforce
5 the Labor Code.

6 19. The Parties have undertaken reasonable investigation of the facts and law during the
7 pendency of this action. Plaintiff's Counsel diligently conducted and pursued an investigation of the
8 PAGA claims against Defendants.

9 20. Thereafter, the Parties negotiated and finalized the terms of a settlement
10 memorialized in a long-form Settlement and Release. A true and correct copy of the fully executed
11 Settlement Agreement is attached hereto as Exhibit 1.

12 REASONABLENESS OF THE SETTLEMENT

13 21. In evaluating the reasonableness of the Settlement in this case our office thoroughly
14 evaluated the merits of this case and considered the nature and purpose of PAGA as well as
15 comparable PAGA settlements reached by our firm, and those obtained by other firms.

16 22. Here, the penalties are appropriate in light of the underlying principles of PAGA,
17 i.e., “to ensure that settlements involving penalties arising out of Labor Code Section 2699 do not
18 undercut the dual statutory purposes of punishment or deterrence, or result in unjust, arbitrary, and
19 oppressive, or confiscatory settlements.” (See July 29, 2004 Letter by Senator Dunn to the President
20 Pro Tem of the Senate Re SB 1809). The non-reversionary Gross Settlement Payment of
21 \$475,000.00 represents an excellent recovery that is large enough to punish or deter Defendants.
22 The proposed Settlement provides a fair and reasonable monetary recovery for the LWDA, should
23 the Court so elect, the Aggrieved Employees in the face of hotly disputed claims.

24 23. Based on the informal discovery produced by Defendants, Defendants estimate there
25 are 3,4,086 Aggrieved Employees (3,197 Simplified employees with 40,588 pay periods, 796
26 Chartwell employees with 8,795 pay periods, and 93 Insperity/Toll employees with 6,193 pay
27 periods).

Failure to Pay Minimum Wages for All Hours Worked in Violation of Labor Code Sections 1194 and 1197 and Failure to Pay Overtime Wages for Overtime Hours Worked in Violation of Labor Code Sections 510 and 1197:

24. In the PAGA exhaustion letter to the LWDA, as well as the Complaint, Plaintiff alleged Defendants failed to compensate her and other Aggrieved Employees for time spent undergoing off the clock security checks prior to entering Defendants' premises and thus prior to clocking in for their shifts and after clocking out for their shifts for meal periods or for the end of their shift. Plaintiff also alleged that Defendants rounded Plaintiff and other Aggrieved Employees' time punches to the nearest quarter hour to benefit Defendants. As a result of this off the clock security checks and Defendants' rounding practice, Plaintiff alleged that she and other Aggrieved Employees were not paid for all hours worked at either the minimum wage or, if applicable, the overtime wage.

25. Defendants would likely contend that the employees' security checks were on the clock and/or that all security checks are necessary to maintain safety and that more importantly that the checks only took mere seconds and that time is *de minimis* and that any rounding which occurred was to the benefit of the Aggrieved Employees or net neutral. Plaintiffs' own analysis did also show that across all Defendants in 30% of shifts, the rounding did operate to the benefit of the Aggrieved Employee.

Failure to Provide All Meal Periods Pursuant to Labor Code Section 512

26. Plaintiff alleged that Defendants failed to provide herself and other Aggrieved Employees with legally compliant meal periods prior to the end of the fifth hour of work and/or failed to provide meal periods that were at least 30 minutes or duty-free. Specifically, Plaintiff alleged that if he and other Aggrieved Employees wanted to leave the premises for a meal period, they were required to clock out, undergo a security check off the clock, return to the premises and undergo another security check and then clock back in, all within the allotted 30 minutes thus making it impractical to leave the premises. In the event Plaintiff and the Aggrieved Employees did leave the premises, their meal period was less than net 30 minutes as a result of the security checks.

1 27. Defendants would likely contend that the employees' security checkers were on the
2 clock and/or that all security checks are necessary to maintain safety and that more importantly that
3 the checks only took mere seconds and that time is *de minimis*. Further, Defendants would likely
4 argue that undergoing security checks did not result in short meal periods and that all Aggrieved
5 Employees were permitted to leave the premises if they chose. Defendants would also argue that in
6 the Toll warehouses, procedures and policies were put into place to ensure that employees all took
7 30 minutes for a meal period, and if shorter breaks were taken, they were entirely voluntary.

8 **Failure to Provide All Rest Periods Pursuant to Labor Code Section 226.7**

9 28. Plaintiff alleged that Defendants maintained a policy and practice of requiring
10 Plaintiff and other Aggrieved Employees to remain on the premises during rest periods thus
11 rendering every rest period a violation. Plaintiff argued that she and other Aggrieved Employees
12 should be off duty and free to leave the premises during their rest periods and Defendants failed to
13 permit compliant rest periods. As a result, Plaintiff contends she and other Aggrieved Employees
14 are owed a rest period premium for those rest periods which they could not leave the premises.

15 29. Defendants would likely argue that it did not have a policy requiring Plaintiff and
16 other Aggrieved Employees to remain on the premises during rest periods, that if an employee chose
17 to remain on the premises, it was their choice, and that even if it had such a policy it would not have
18 been illegal. Further, Defendants would argue that they had a fully compliant rest period policy and
19 employees took their rest periods.

20 **Failure to Indemnify Employees for Losses and Expenditures incurred as part of their**
21 **employment Pursuant to Labor Code Section 2802:**

22 30. Plaintiff alleged that Defendants required she and other Aggrieved Employees to use
23 their personal cell phones for business purposes and failed to provide reimbursement for such use.

24 31. Defendants would likely argue that they did not required Plaintiff or any Aggrieved
25 Employees to use their personal cell phones for any purpose. Further, Defendants provided policies
26 which strongly suggest that Aggrieved Employees were not permitted to use their cell phones in the
27 warehouse for it is a safety hazard.

1 **Failure to Provide Complete and Accurate Wage Statements Pursuant to Labor Code**
2 **Section 226**

3 32. Based on the foregoing allegations of unpaid minimum and overtime wages and meal
4 and rest period violations, Plaintiff alleged Defendants failed to provide complete and accurate wage
5 statements based on unpaid minimum and overtime wages and meal rest period premiums owed
6 which were not reflected in the wage statements.

7 33. However, this violation was subject to the defenses for the unpaid wages and meal
8 period and rest period violations.

9 **Failure to Timely Pay All Wages After Separation of Employment Pursuant to Labor**
10 **Code Sections 201 and 202**

11 34. Based on the foregoing allegations of unpaid wages and meal and rest period
12 violations, Plaintiff alleged Defendants failed to timely pay all wages to employees following
13 separation of employment by not paying employees unpaid wages and meal and rest period
14 premiums owed. However, this violation was subject to the defenses for the unpaid wages and meal
15 and rest period violations because it was derivative. Defendants would also likely argue that it did
16 not willfully fail to pay wages due at termination and therefore it did not violate Labor Code §203.

17 **Failure to Maintain Temperature Providing Reasonable Comfort**

18 35. Plaintiff also alleged that Defendants failed to maintain a reasonable temperature in
19 the warehouses in which Plaintiff and other Aggrieved Employees worked in. Labor Code 6720
20 required the California Division of Occupational Safety and Health (“Cal/OSHA”) to propose an
21 indoor heat illness standard. Cal/OSHA’s draft standard stated that it applied to “all indoor work
22 areas where temperature equals or exceeds 82 degrees Fahrenheit when employees are present.”
23 Plaintiff alleged that she and other Aggrieved Employees were subjected to temperatures exceeding
24 82 degrees Fahrenheit while they worked for Defendants.

25 36. Defendants would likely argue that they had proper protocols in place to maintain a
26 reasonable temperature and further maintain significant policies relating to the heat and potential
27 heat illness and heat stroke. Finally, Defendants maintained that it had the proper infrastructure to
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1 maintain a reasonable temperature and that it did maintain reasonable temperatures. Defendants
2 would likely argue that it provided evidence of such protocols and practices to Plaintiff's counsel.

3 **Failure to Provide Suitable Seating**

4 37. Plaintiff alleged that Defendants could have provided suitable seats for Aggrieved
5 Employees but failed to do so. Plaintiff contends that when not engaged in the active duties of his
6 employment and the nature of the work required standing, Defendants failed to place an adequate
7 number of suitable seats in reasonable proximity to the work area and further failed to permit
8 Aggrieved Employees to use such seats when it did not interfere with the performance of their
9 duties. Here, Defendants contended that it placed an adequate number of chairs in the work area.
10 Defendants further would likely argue that it was not feasible to place additional seats in the work
11 area if it were required because seats could not be placed in certain areas of the warehouse otherwise
12 it would be a safety issue. Finally, Defendants could argue that the job duties could not be done
13 from a seat and therefore they were not required to provide additional seats.

14 38. Applying further significant discounts for the risks associated with the action
15 (including but not limited to, the risk that the Court finds the action is unmanageable, the risk that
16 the Court exercises its discretion to lower the penalties awarded, the risk of losing at trial, and the
17 risks inherent in *Viking River Cruises*) and applying further discounts for Defendants' evidenced
18 compliance with some sections of the California Labor Code, this settlement for \$450,000 is within
19 a reasonable range, especially considering the defenses Defendants raised by properly paying wages
20 for all time worked, Defendants' policies and practices regarding heat illness, issuing legally
21 compliant meal and rest period policies during the PAGA period and type of violations potentially
22 do not give rise to penalties pursuant to Labor Code sections 226 or 203.

23 39. Moreover, the proposed Settlement, even with deductions, provides a substantial sum
24 to the Aggrieved Employees. The Settlement secured by Plaintiff here is greater than other PAGA
25 penalty awards approved by California state courts, which often range between \$7,500.00 and
26 \$15,000.00 for PAGA claims impacting hundreds or thousands of individuals, resulting in much
27 lower PAGA penalty payments on a per capita basis. *See, e.g., Penaloza v. PPG Industries Inc.,*
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1 Case No. BC471369, 2013 WL 2917624 at *2 (Super. Ct. L.A. County, May 20, 2013) (approving
2 PAGA penalties of \$5,000.00 to class of 667 members); *Cabrera v. Advantage Sale & Marketing,*
3 *LLC*, Case No. BC485259, 2013 WL 1182822 (Super. Ct. L.A. County, March 12, 2013) (approving
4 PAGA penalties of \$10,000.00 for class of approximately 3,000 members).

5 40. Importantly however, a number of courts have found that the “subsequent” penalty
6 under PAGA applies only after a court or the Labor Commissioner determines that the employer
7 has violated the Labor Code. *See Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157,
8 1209; *accord Amalgamated Transit Union Local 1309 v. Laidlaw Transit Service, Inc.* (S.D. Cal.
9 Aug. 10, 2009) 2009 WL 2448430, at *9 (“[u]nder California law, courts have held that employers
10 are not subject to heightened penalties for subsequent violations unless and until a court or
11 commissioner notifies the employer that it is in violation of the Labor Code”); *Bernstein v. Virgin*
12 *Am., Inc.*, 990 F.3d 1157, 1173 (9th Cir. 2021) (reversing judgment as to “heightened civil penalties”
13 because the defendant was not given notice by the Labor Commissioner when the “subsequent”
14 violations occurred); *Chen v. Morgan Stanley Smith Barney, LLC*, No. 8:14-CV-01077 ODW
15 (FFMx), 2014 WL 4961182 (C.D. Cal., October 2, 2014) (“Under the Labor Code, if an employer
16 does not have notice that they are committing a violation, they are not subject to the heightened
17 penalties.”); *Trang v. Turbine Engine Components Technologies Corp.*, No. CV 12–07658 DDP
18 (RZx), 2012 WL 6618854 (C.D. Cal. Dec. 19, 2012) (“courts have held that employers are not
19 subject to heightened penalties for subsequent violations unless and until a court or commissioner
20 notifies the employer that it is in violation of the Labor Code”), citing *Amaral v. Cintas Corp. No.*
21 *2*, 163 Cal. App. 4th 1157 (2008). When evaluating Defendant’s exposure here, Plaintiff’s counsel
22 was forced to consider this line of cases.

23 41. Defendants also argued that PAGA penalties would be limited. Defendants argued
24 that even if Plaintiff prevailed, the recoverable penalties under PAGA are minimal. Indeed, courts
25 to consider the issue have refused to “stack” PAGA penalties. *See Carrington v. Starbucks*
26 *Corporation* (Cal. Ct. App. Nov. 27, 2018) No. D072392 (published Dec. 19, 2018) (approving
27 PAGA penalty reduction to \$5 per pay period); *accord Atempa v. Pedrazzani* (2018) 27
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1 Cal.App.5th 809. Thus, Defendants argued that even if the Plaintiff was able to establish any
2 violation of the Labor Code, there is a likelihood that a further reduction of the penalty to \$5 per
3 pay period as approved in *Carrington*, or lower, would apply given Defendants' compliance with
4 the Labor Code as discussed above. Plaintiff was also forced to consider that the Simplified
5 Aggrieved Employees only had viable claims for suitable seating and failure to maintain reasonable
6 temperature. For the Simplified Aggrieved Employees, it was likely that there was only a violation
7 for failing to maintain reasonable temperature during the summer months which is only
8 approximately 6 months of the PAGA Period (or 30% of the PAGA Period).

9 42. Plaintiff understood Defendants' position could have been, using the most recent
10 decisions on the topic of evaluating the value of a PAGA claim that it is likely Defendants'
11 maximum exposure was actually only **\$1,640,858.00**. Plaintiff separately valued the Chartwell
12 Aggrieved Employees and Toll/Insperity Aggrieved Employees claims as follows: \$100.00 per
13 pay period X 14,988 pay periods (8,795 Chartwell pay periods + 6,193 Toll/Insperity pay
14 periods)=\$1,498,800, as these groups of aggrieved employees suffered from the all of the
15 violations alleged in the Operative Complaint. With respect to the value for the claims for the
16 Simplified Aggrieved Employees, which is necessarily limited to failure to provide suitable
17 seating and failure to maintain reasonable temperatures, Plaintiff reasonably estimated the
18 reasonable value to be \$142,058 (calculated as \$5 per pay period x 40,588 pay periods x 30%
19 discount for temperature claim [described above]). Defendants could have argued that this Court
20 would use the *Carrington* valuation as a ceiling for assessing PAGA penalties and that even this
21 was maximum exposure is overinflated (i.e., allocating \$5 a pay period resulting in an estimated
22 exposure of \$276,135.00).

23 43. Accordingly, the gross PAGA penalty payment is highly reasonable in light of the
24 risks and uncertainties associated with the PAGA claims in this case. The Settlement commits
25 Defendants to pay a sum large enough to punish Defendants for alleged violations and to deter such
26 alleged conduct in the future. At the same time, in light of the alleged violations and defenses thereto,
27 it is not so large as to be unjust, oppressive or confiscatory. Based upon the foregoing, the proposed
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settlement is fair, reasonable, and in the best interest of the state of California and the Aggrieved Employees.

44. Practically speaking, if Plaintiff continued litigating this matter, Plaintiff, LWDA, and employees potentially could have received nothing if the Court had agreed with Defendants' position especially in light of the volatility of this area of law, and the aforementioned 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 Plaintiff was not successful.

45. Plaintiff's 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. Plaintiff believes 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.

ATTORNEYS' FEES

46. Under the terms of the Settlement Agreement, Plaintiff's Counsel is requesting \$150,000 in attorney's fees. This amount is equal to one third of the \$450,000 agreed upon by the parties as the Settlement Amount.

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

- a. Reviewing Plaintiff's documents, speaking to Plaintiff, preparing the Notice to the LWDA, drafting and preparing the complaint, and legal research into the viability of Plaintiff's claims;
- b. Reviewing and researching Defendants' Answers;

- c. Reviewing and analyzing Defendants' arbitration agreements and subsequent motions to compel arbitration;
- d. Reviewing data and documents produced in informal discovery by Defendants;
- e. Communicating with Plaintiff, Defense Counsel, the mediator, and proposed settlement administrators;
- f. Preparing for and attending mediation;
- g. Preparing the Settlement Agreement and moving papers for approval;
- h. Negotiating and corresponding with Defendants' counsel in reaching the settlement at issue before the Court; preparing and appearing for approval.

48. 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 \$925 per hour. My hourly rate would be \$575 per hour. This rate is the firm's current billing rate and is supported by the extensive and specialized experience in these types of cases and recognized expertise described. I have personal knowledge of the hourly rates charged by other attorneys with comparable experience to both Mr. Lavi's and mine. Based on that information, I believe that our rates are fully consistent with the market rate for attorneys with comparable expertise, experience and qualifications. Based on the information I have, I further believe that our rates are reasonable and appropriate fees for Los Angeles attorneys with comparable expertise, experience, and qualifications.

49. I have spent at least 39.4 hours on this. My hourly rate is \$575 per hour. This is in line with the rate charged by associates in the area and the Laffey Matrix which states a rate of \$468 for attorneys out of law school for four (4) to seven (7) years. My lodestar amount to date is at least \$22,655.00. I graduated from the Loyola Law School, Los Angeles in 2017 and have been practicing law since December 2017. Given my experience and the focus of my practice, if I were to charge for my type of work by the hour my rate would be \$575 per hour. A \$575 rate is warranted

1 based on my years of experience in a highly specialized area of law and is in line with the Laffey
2 Matrix. (Huether Decl. Ex. 6 available at <http://www.laffeymatrix.com/see.html>.) California Courts
3 have applied the Laffey Matrix with adjustments to the specific California locality where the
4 Counsel's office is located based on "Locality Pay Tables." (*Syers Properties III, Inc. v. Rankin*
5 (2014) 226 Cal.App.4th 691, 695-696 [affirming fee award based on Laffey Matrix with upward 9
6 percent rate adjustment from D.C. area compared to San Francisco Bay Area based on Locality Pay
7 Tables]; *In re HPL Techs., Inc., Secs. Litig.* (N.D. Cal. April 22, 2005, No. C-02-3510 VRW) 365
8 F.Supp.2d 912, 921-922 [using Laffey Matrix with upward adjustment of 9 percent for San
9 Francisco based on difference between D.C. Area 's +15.98 locality pay compared to San
10 Francisco's +26.39 percent locality pay differential from the federal courts' "Judiciary Salary Plan
11 Pay Tables."].) Here, Plaintiff's Counsel's office is located in Los Angeles County. For 2018, the
12 Locality Pay Tables (and Judiciary Salary Plan Pay Tables referred to in *In re HPL Techs., Inc.*),
13 state a 2.35 percent increase for the Los Angeles-Long Beach, CA area which includes the following
14 counties: Kern County, Los Angeles County, Orange County, Riverside County, San Bernardino
15 County, Santa Barbara County, and Ventura County. (Ex. 7, 8 [2018 Locality Pay Tables for
16 Washington-Baltimore-Arlington and Los Angeles-Long Beach, CA available at
17 <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2018/general-schedule/>]; Ex.
18 9, 10 [Judiciary Salary Plan Pay Tables available at
19 <http://www.uscourts.gov/careers/compensation/judiciary-salary-plan-pay-rates>]; Ex. 11 [2018
20 Locality Pay Area Definitions defining counties within Los Angeles-Long Beach, CA area available
21 at [https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2018/locality-pay-area-](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2018/locality-pay-area-definitions/)
22 [definitions/](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2018/locality-pay-area-definitions/)].) In applying the 2.35 locality increase for attorneys working in Kern County, Los
23 Angeles County, Orange County, Riverside County, San Bernardino County, Santa Barbara County,
24 and Ventura County over the Washington-Baltimore area stated in the Laffey Matrix, the Laffey
25 Matrix states the following relevant rates: \$468 for attorneys 4 to 7 years out of law school, \$676
26 for attorneys 8 to 10 years out of law school, \$764 for attorneys 11 to 19 years out of law school,
27 and \$920 for attorneys 20 plus years out of law school.

1 50. Over the course of the litigation, I am informed that Mr. Lavi has spent at least 18.5
2 hours on this matter for a lodestar amount of at least \$17,112.50.

3 51. Throughout the course of this litigation, Vincent C. Granberry estimates he has spent
4 at least 65 hours litigating this matter. Accordingly, Mr. Granberry's unadjusted lodestar in this
5 matter is \$43,875.00 (65 x \$675 = \$43,875.00). If Mr. Granberry were to charge a rate for this type
6 of work by the hour, given his experience and the focus of his practice, his current hourly rate would
7 be \$675. A \$675 rate is warranted based on Mr. Granberry's years of experience in a highly
8 specialized area of law and is in line with the Laffey Matrix.

9 52. I am also informed that Danielle E. Montero has spent numerous hours working on
10 this matter. Ms. Montero, who has been practicing since 2021, has spent at least 1.5 hours working
11 on this matter and at her rate of \$500 an hour, her total lodestar is \$750.00.

12 53. I have also reviewed the files and billable records for Anwar Burton, a former
13 attorney of Lavi & Ebrahimian, LLP, in this matter and Mr. Burton spent approximately 17.3 hours
14 litigating this matter. Mr. Burton is no longer an associate with our firm. I am aware he graduated
15 from the University of Oregon and has been licensed to practice law since 2007. Mr. Burton's
16 unadjusted lodestar in this matter is \$10,380.00 (17.3 x \$600 = \$10,380.00). If Mr. Burton were to
17 charge a rate for this type of work by the hour, given his experience, his current hourly rate is \$600
18 per hour.

19 54. Therefore, Lavi & Ebrahimian's lodestar amounts to \$94,772.50 with more lodestar
20 to be incurred through approval and distribution of the settlement funds, which is warranted and
21 reasonable under settled precedent and the results obtained.

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

3 56. Moreover, the case involved significant risks of non-payment of attorneys' fees and
4 non-recovery of costs if the settlement was not granted approval, or of Plaintiff did not prevail.
5 California courts consider the risks counsel takes in litigating a case where they may not prevail on
6 the merits in granting attorneys' fees awards. See *Graham v. Daimler Chrysler Corp.*, 34 Cal.4th
7 553, 583 (Cal. 2004). Thus, not only are Plaintiff's Counsel's rates reasonable and typical, but the
8 attorneys' fees requested are also fair and reasonable.

9 **COSTS**

10 57. Our firm maintains all records regarding costs expended on each case. I have
11 reviewed the records of costs expended in this matter. According to our records, our firm has
12 incurred \$12,940.75 in costs in this matter at this time. This amount includes, but is not limited to,
13 costs associated with the costs associated with filing of the papers filed and responded to in this
14 matter, court appearances, and mediation. Therefore, the total costs incurred of \$12,940.75, which
15 is less than the Parties agreed Plaintiff's Counsel could seek in the Settlement Agreement and will
16 result in an increase in the Net Settlement Amount. Attached as **Exhibit 2** is a true and correct record
17 of the costs incurred to date by Lavi & Ebrahimian, LLP.

18 **SUBMISSION TO THE LWDA**

19 58. The Settlement is concurrently being submitted to the LWDA in accordance with
20 Labor Code § 2699(l)(2). The proof of electronic submission is attached hereto as **Exhibit 3**.

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

23 60. Attached as **Exhibit 2** to this declaration is a true and correct copy of the costs of
24 Lavi & Ebrahimian during this matter.

25 61. Attached as **Exhibit 3** to this declaration is a true and correct copy of a printout of
26 the confirmation from the LWDA which indicates that the settlement was submitted.

62. 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.

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

64. 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>.

65. Attached as **Exhibit 7** to this declaration is a true and correct copy of the 2018 Locality Pay Table for Washington-Baltimore-Arlington available at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2018/general-schedule/>.

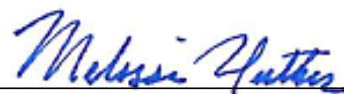
66. Attached as **Exhibit 8** to this declaration is a true and correct copy of the 2018 Locality Pay Table for Los Angeles-Long Beach, CA available at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2018/general-schedule/>.

67. Attached as **Exhibit 9** to this declaration is a true and correct copy of the Judiciary Salary Plan Pay Table for Washington-Baltimore-Arlington available at <http://www.uscourts.gov/careers/compensation/judiciary-salary-plan-pay-rates>.

68. Attached as **Exhibit 10** to this declaration is a true and correct copy of the Judiciary Salary Plan Pay Table for Los Angeles-Long Beach, CA available at <http://www.uscourts.gov/careers/compensation/judiciary-salary-plan-pay-rates>.

69. Attached as **Exhibit 11** to this declaration is a true and correct copy of 2018 Locality Pay Area Definitions defining counties within Los Angeles-Long Beach, CA area available at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2018/locality-pay-area-definitions/>.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct this 24th day of April 2023, at Beverly Hills, California.



Melissa A. Huether

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Bridgett Watson (“Plaintiff”) and defendants Toll Global Forwarding (USA) Inc., Toll Global Forwarding SCS (USA) Inc., TGF Management Group Holdco Inc. (collectively, “Toll”), Simplified Labor Staffing Solutions, Inc. (“Simplified”), Chartwell Staffing Services, Inc. (“Chartwell”), Insperity PEO Services, L.P. erroneously sued as Insperity Expense Management, Inc. (“Insperity”) (collectively, “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendants captioned *Watson v. Toll Global Forwarding (USA) Inc., et al.*, initiated on April 1, 2020 and pending in Superior Court of the State of California, County of Los Angeles, Case No. 20STCV12986.
- 1.2 “Administrator” means Phoenix, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement. The Administration Expenses Payment includes all notice expenses, and any other costs associated with administering the Gross Settlement Amount to the Aggrieved Employees.
- 1.4 “Aggrieved Employees” shall include all Chartwell Aggrieved Employees, Insperity/Toll Aggrieved Employees, and Simplified Aggrieved Employees.
- 1.5 “Chartwell Aggrieved Employees” shall include all non-exempt temporary workers who were, or were alleged to be, employed by Defendant Chartwell and who worked in a Toll facility in California during the PAGA Period, except for union employees that worked solely at Toll’s Port of Los Angeles warehouse which is governed by a separate, union agreement.
- 1.6 “Insperity/Toll Aggrieved Employees” shall include all non-exempt temporary workers who were, or were alleged to be, employed by Defendants Insperity and/or Toll who worked in a Toll facility in California during the PAGA Period, except for union employees that worked solely at Toll’s Port of Los Angeles warehouse which is governed by a separate, union agreement.
- 1.7 “Simplified Aggrieved Employees” shall include all non-exempt temporary workers who were, or were alleged to be, employed by Defendant Simplified and who worked in a Toll facility in California during the PAGA Period, except for union employees that worked solely at Toll’s Port of Los Angeles warehouse which is governed by a separate, union agreement.

- 1.8 “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods. The number of PAGA Pay Periods reflects the number of pay periods worked during the PAGA Period, it does not represent a concession on behalf of Defendants that a PAGA violation occurred during that pay period.
- 1.9 “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.10 “Court” (or “Judge”) means the Superior Court of California, County of Los Angeles, the Honorable David S. Cunningham III.
- 1.11 “Defense Counsel” means Stacey McKee Knight and Tami Kameda Sims of Katten Muchin Rosenman LLP, Alexander L. Conti of Conti Law, and Avi M. Attal of Kahana Feld LLP.
- 1.12 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment.
- 1.13 “Gross Settlement Amount” means \$450,000, of which Toll shall pay \$400,000, Chartwell shall pay \$25,000, and Insperity shall pay \$25,000. The parties are only liable for their respective share of the Gross Settlement Amount. This is the total amount Defendants agree to pay under the Settlement. The Gross Settlement is considered “all-in” and includes the full and complete consideration for the release of all representative PAGA claims, and will be used to pay all Individual PAGA Payments, the Simplified Aggrieved Employees Individual PAGA Payment, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.14 “Individual PAGA Payment” means the twenty-five percent (25%) of the Net Settlement Amount that shall be paid to the Chartwell Aggrieved Employees and Insperity/Toll Aggrieved Employees, minus the \$40,000 allocated to the Simplified Aggrieved Employees, with each Chartwell Aggrieved Employee and Insperity/Toll Aggrieved Employee receiving a pro rata share according to the number of Pay Periods the employee worked during the PAGA Period.
- 1.15 “Simplified Aggrieved Employees Individual PAGA Payment,” means 25% of the \$40,000 of the Net Settlement Amount which is allocated to the resolution of the Simplified Aggrieved Employees claims. Each Simplified Aggrieved Employee will

receive a pro rata share according to the number of Pay Periods the employee worked during the PAGA Period.

- 1.16 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.17 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.18 “LWDA PAGA Payment” means the collective 75% of the Net Settlement Amount that shall be paid to the LWDA under Labor Code section 2699, subd. (i), as described in paragraph 1.19, the Net Settlement Amount will be split \$40,000 to the Simplified Aggrieved Employees and the remainder of the Net Settlement Amount will be distributed pro rata among the Chartwell Aggrieved Employees and the Insperity/Toll Aggrieved Employees. Each portion will be distributed 75% to the LWDA and the remainder to the applicable group of Aggrieved Employees.
- 1.19 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. From the Net Settlement Amount, \$40,000 will be distributed pro rata between the Simplified Aggrieved Employees after 75% is distributed to the LWDA and the remainder of the Net Settlement Amount will be distributed pro rata among the Chartwell Aggrieved Employees and the Insperity/Toll Aggrieved Employees after 75% is distributed to the LWDA.
- 1.20 “PAGA Counsel” means Joseph Lavi, Vincent C. Granberry, and Melissa A. Huether of Lavi & Ebrahimian, LLP, the attorneys representing the Plaintiff in the Action.
- 1.21 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.22 “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for any Defendant for at least one day during the PAGA Period.
- 1.23 “PAGA Period” means the period from April 1, 2019 to December 18, 2020.¹
- 1.24 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.25 “PAGA Notice” means Plaintiff’s March 31, 2020 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.26 “Plaintiff” means Bridgett Watson, the named plaintiff in the Action.

¹ Toll ceased operating at its warehouse locations on December 15, 2020 and all warehouse workers ceased to work by that date. December 18, 2020 is the date of the last pay period encompassing work through December 15, 2020.

- 1.27 “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.28 “Released PAGA Claims” means the claims being released by the Plaintiff, the Aggrieved Employees, and PAGA Counsel and as described in Paragraph 5 below.
- 1.29 “Released Parties” means: Defendants and each of their former and present directors, officers, shareholders, legal and equitable owners, members, agents, representatives, trustees, employees, attorneys, insurers, reinsurers, heirs, executors, beneficiaries, administrators, predecessors, successors, assigns, parent companies, subsidiaries, and affiliates.
- 1.30 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.31 “Defendants” means named Defendants Toll Global Forwarding (USA) Inc., Toll Global Forwarding SCS (USA) Inc., TGF Management Group Holdco Inc. (collectively, “Toll”), Simplified Labor Staffing Solutions, Inc. (“Simplified”), Chartwell Staffing Services, Inc. (“Chartwell”), Insperity PEO Services, L.P. erroneously sued as Insperity Expense Management, Inc. (“Insperity”).

2. RECITALS.

- 2.1 On April 1, 2020, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for (1) failure to pay wages for all time worked at minimum wage in violation of labor code sections 1194 and 1197; (2) failure to pay proper overtime wages for all overtime hours worked in violation of labor code section 510, 11941 and 1198; (3) failure to authorize or permit meal periods in violations of labor code sections 512 and 226.7; (4) failure to authorize or permit rest periods in violation of labor code section 226.7; (5) failure to reimburse employees for required expenses in violation of labor section 2802; (6) failure to provide complete and accurate wage statements in violation of labor code section 226; (7) failure to timely pay all earned wages and final paychecks due at time of separation of employment in violation of labor sections 201, 202, and 203; and (8) unfair business practices, in violation of business and professions code section 17200, *et seq.*

On August 11, 2020, Plaintiff filed a First Amended Complaint adding a PAGA claim for civil penalties. On November 9, 2020, Plaintiff filed a Second Amended Complaint. The Second Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). On November 20, 2020, pursuant to Plaintiff’s request, the Court entered an Order dismissing the class action allegations from the Operative Complaint, leaving only a PAGA claim. The PAGA claim in the Operative Complaint alleges that Defendants violated Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1194, 1197, 2802, and the IWC Wage Order 9, codified at California Code of Regulations title 8, section 11090 (the “Wage Orders”). Specifically, the PAGA claim alleges that Defendants (1) failed to pay wages for all time worked at minimum wage in violation of labor code sections 1194, 1197 and the Wage Orders; (2) failed to pay proper overtime wages for all overtime

hours worked in violation of labor code section 510, 11941, 1198 and the Wage Orders; (3) failed to authorize or permit meal periods in violations of labor code sections 512, 226.7 and the Wage Orders; (4) failed to authorize or permit rest periods in violation of labor code section 226.7 and the Wage Orders; (5) failed to reimburse employees for required expenses in violation of labor section 2802; (6) failed to provide complete and accurate wage statements in violation of labor code section 226; (7) failed to timely pay all earned wages and final paychecks due at time of separation of employment in violation of labor sections 201, 202, and 203; (8) failed to maintain temperature providing reasonable comfort in violation of labor code sections 1198, 6720, and the Wage Orders; and (9) failed to provide suitable seats in violation of labor code section 1198 and the Wage Orders.

- 2.2 Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.
- 2.3 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.4 On August 10, 2022, the Parties participated in mediation before the Honorable Carl J. West at Signature Resolution, which led to this Agreement to settle the action. Prior to the mediation, the Parties engaged in significant informal discovery which included Defendants providing: documentation relating to the PAGA claim asserted in the Operative Complaint including employee handbooks and policy documents, electronic time records for Aggrieved Employees which consisted of detailed data for thousands of employees. Plaintiff retained an expert to analyze this data and conduct an exposure analysis consistent with Plaintiff's theories of liability. Certain Defendants also retained an expert to analyze the data and conduct an exposure analysis. Based on the foregoing data and on their own independent investigation and evaluation, PAGA Counsel is of the opinion that the settlement with Defendants for the consideration and on the terms set forth in this Agreement is fair, reasonable, and adequate and is in the best interest of the LWDA and Aggrieved Employees in light of all known facts and circumstances, including the risk of significant delay, uncertainty associated with litigation, various defenses asserted by Defendants, and potential appellate issues. Defendants and counsel for Defendants also agree that the settlement is fair.
- 2.5 Plaintiff, Toll, and Simplified agree that the judgment in a prior filed PAGA action entitled *Martinez v. Simplified Labor Staffing Solutions, et al.*, Case No. 19STCV05288 ("the *Martinez Lawsuit*"), impacts and overlaps with this action. The *Martinez Lawsuit* was pending in Los Angeles Superior Court, and Toll and Simplified filed a Notice of Related Case on March 18, 2021 alerting Plaintiff and the Court to the *Martinez Lawsuit*.²

² In the *Martinez* case, Defendants filed a Notice of Related Case alerting the trial court to this pending action. However, Judge Doyle who presided over the *Martinez Lawsuit*, declined to relate the cases because the *Martinez Lawsuit* was settling and would not have further proceedings.

- 2.5.1 In *Martinez*, plaintiff Martinez, on behalf of aggrieved employees, sued a subset of the same defendants in this instant action, namely Simplified Labor Staffing Solutions, Inc., Simplified Staffing Labor Solutions, LLC, and Toll Global Forwarding (USA) Inc. Plaintiff was one of the aggrieved employees in the *Martinez* Lawsuit. The *Martinez* parties reached a settlement at a mediation, which it documented with the trial court. The *Martinez* court entered an order and judgment on January 13, 2022. Under the parties' settlement agreement and the resulting judgment the parties agreed to the following release of PAGA claims from December 12, 2017 through November 17, 2021 (the "*Martinez* Release"): "Plaintiff, as the representative for the State of California, and on behalf of all Aggrieved Employees, will forever completely release and discharge [Toll and Simplified] with respect to any claim for the recovery of civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, et. seq. only. It is expressly understood and agreed that this settlement includes a release of all the PAGA Representative Claims, based on all alleged violations of Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.2, 226.7, 246, 300, 510, 512, 1174, 1174.5, 1194, 1197, 1198, 1199, 2802, and 2810.5 and all alleged violations of the accompanying and relevant IWC Wage Order provisions (including but not limited to failure to provide suitable seating and failure to provide adequate resting facilities) cited in Plaintiff's LWDA Notice and/or alleged in the Operative Complaint."
- 2.5.2 The PAGA release period in the *Martinez* Lawsuit completely overlaps with the present action as to the Simplified Aggrieved Employees who worked at Toll because Toll ceased operating at its warehouse locations on December 15, 2020. It has not contracted with Simplified since that time.
- 2.5.3 Plaintiff, Simplified, and Toll agree that Plaintiff's PAGA claims 1-7, noted above in paragraph 2.1 in the Operative Complaint are barred by the doctrine of res judicata because the *Martinez* Release expressly covers this claims on behalf of the Simplified Aggrieved Employees. In accordance with California law as stated in, *inter alia*, *Arias v. Superior Court*, 46 Cal.4th 969, 985 (2009), a judgment in "a representative action brought by an aggrieved employee under the Labor Code Private Attorneys General Act of 2004 . . . is binding not only on the named employee plaintiff, but also on government agencies and any aggrieved employee not a party to the proceeding." Further, under the doctrine of res judicata, if a matter raised in a subsequent lawsuit "was within the scope of the [prior] action, related to the subject matter and relevant to the issues, so that it could have been raised, the judgment is conclusive on it despite the fact that it was not in fact expressly pleaded or otherwise urged." *Villacres v. ABM Indus. Inc.*, 189 Cal. App. 4th 562, 583-84 (2010).
- 2.5.4 Plaintiff, on the one hand, and Simplified and Toll, on the other hand, dispute whether Plaintiff's PAGA claims 8-9 (claim 8 - failure to maintain temperature providing reasonable comfort in violation of labor code sections 1198, 6720, and the Wage Orders; and claim 9 - failure to provide suitable seats in violation of

labor code section 1198 and the Wage Orders) are covered by the *Martinez* Release, and are thus, barred by res judicata. As a compromise to resolve the instant lawsuit, Plaintiff, Simplified, and Toll agree that the Simplified Aggrieved Employees may recover their pro rata portion of the Simplified Aggrieved Employees Individual PAGA Payment. This amount is twenty-five (25%) of \$40,000 of the Net Settlement Amount that shall be paid to the Aggrieved Employees. After an analysis of the claims at issue, Plaintiff's counsel has determined that \$40,000 represents the fair allocation of the settlement amount for the Simplified Employees' PAGA claims 8-9 (claim 8 - failure to maintain temperature providing reasonable comfort in violation of labor code sections 1198, 6720, and the Wage Orders; and claim 9 - failure to provide suitable seats in violation of labor code section 1198 and the Wage Orders), and Defendants agree to that amount based on Plaintiff's counsel's recommendation and representation.

- 2.6 Defense Counsel for Toll represents that a settlement in this Action will impact and completely overlaps with the PAGA action entitled *Johanna Sanchez v. TGF Management Group Holdco Inc.* ("Sanchez"), Case No. 21LBCV00514, which was stayed after the Court deemed it related to this Action. In *Sanchez*, the plaintiff seeks PAGA penalties for violations of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1174.5, 1182.12, 1194, 1197, 1198, and 2802 which plaintiff alleges occurred during the time period between July 6, 2020 to December 15, 2020, which is entirely subsumed within the PAGA Period for this Action. Additionally, this Action may impact the class action entitled *Maria Gutierrez v. Toll Global Forwarding (USA) Inc., et al.* ("Gutierrez"), Case No. 30-2021-01207195-CU-OE-CXC, which this Court deemed was not related to this Action. In *Gutierrez*, the plaintiff, on behalf of herself and other similarly situated, seeks class certification for the period between June 22, 2017 to the date of certification and PAGA penalties for the alleged violations of California Labor Code sections 203, 226(a), 226.7, 210, 510, 512, 558, 1194, and 1198, which plaintiff alleges occurred during the period between March 5, 2020 to December 15, 2020, which time period for PAGA penalties is entirely subsumed within the PAGA Period for this Action. Plaintiff's counsel in the *Gutierrez* action has indicated it would seek to amend the operative complaint to specifically carve out any overlap between this Action and the *Gutierrez* action. Other than the aforementioned matters, the Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$450,000 and no more as the Gross Settlement Amount. The Gross Settlement shall be payable \$400,000 by Toll; \$25,000 by Insperity; and \$25,000 by Chartwell. The Defendants shall only be liable for their respective shares of the Gross Settlement. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to

submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% which is currently estimated to be \$150,000.00 and PAGA Counsel Litigation Expenses Payment of not more than \$16,000.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$ 17,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$17,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 To the LWDA and Aggrieved Employees: The Net Settlement Amount in the amount of \$267,000 to be paid from the Gross Settlement Amount, with 75% (\$200,250) allocated to the LWDA PAGA Payment and 25% (\$66,750) allocated to the Individual PAGA Payments and the Simplified Aggrieved Employees Individual PAGA Payment as described in paragraphs 1.14 and 1.15.

3.2.4 The Administrator will calculate the Simplified Aggrieved Employees Individual PAGA Payment by (a) dividing the amount of the 25% of the \$40,000 of the Net Settlement Amount (i.e., \$10,000) allocated to the Simplified Aggrieved Employees by the total number of PAGA Period Pay Periods worked by all the Simplified Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Simplified Aggrieved Employee's PAGA Period Pay Periods. The Administrator will calculate the Individual PAGA Payment for the Chartwell Aggrieved Employees and the Insperity/Toll Aggrieved Employees by (a) dividing

the amount of the Aggrieved Employees' 25% share of the Net Settlement Amount minus the \$40,000 allocated to the Simplified Aggrieved Employees (i.e., \$56,750) by the total number of PAGA Period Pay Periods worked by all the Chartwell Aggrieved Employees and Insperity/Toll Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Chartwell Aggrieved Employee and Insperity/Toll Aggrieved Employee's PAGA Period Pay Periods. The Simplified Aggrieved Employees, the Chartwell Aggrieved Employees, and the Insperity/Toll Aggrieved Employees all assume full responsibility and liability for any taxes owed on their Individual PAGA Payment or their Simplified Aggrieved Employees Individual PAGA Payment.

3.2.5 The Administrator will report the Individual PAGA Payments and Simplified Aggrieved Employee Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Aggrieved Employees. Based on a review of its records to date, Defendants estimate there are 4,086 Aggrieved Employees (3,197 Simplified employees with 40,588 pay periods, 796 Chartwell employees with 8,795 pay periods, and 93 Insperity/Toll employees with 6,193 pay periods).
- 4.2 Aggrieved Employee Data. Within 30 days of the Effective Date, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the Simplified Aggrieved Employees Individual PAGA Payment, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment

shall not precede disbursement of Individual PAGA Payments and the Simplified Aggrieved Employees Individual PAGA Payments.

- 4.4.1 The Administrator will issue checks for the Individual PAGA Payments and Simplified Aggrieved Employees Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
- 4.4.3 For any Aggrieved Employee whose Individual PAGA Payment or Simplified Aggrieved Employees Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
- 4.4.4 The payment of Individual PAGA Payments or Simplified Aggrieved Employees Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement, if any.

5. RELEASES OF CLAIMS.

- 5.1 Effective on the date when Defendants fully fund the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:
 - 5.1.1 Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during, or before, the PAGA Period], including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's

Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

- 5.1.2 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

- 5.1.3 Release by Chartwell Aggrieved Employees and Insperity/Toll Aggrieved Employees: All Chartwell Aggrieved Employees and Insperity/Toll Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.
- 5.1.4 Release by Simplified Aggrieved Employees: All Simplified Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties arising during the PAGA Period that were alleged for (1) failure to maintain temperature providing reasonable comfort in violation of labor code sections 1198, 6720, and the Wage Orders; and (2) failure to provide suitable seats in violation of labor code section 1198 and the Wage Orders, or reasonably could have been alleged based on these claims, based on the facts stated in the Operative Complaint and the PAGA Notice.
- 5.1.5 Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for costs and attorneys' fees relating to the Released PAGA Claims by the Aggrieved Employees and the Simplified Aggrieved Employees.

- 5.2. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Toll, Chartwell, and Insperity all agree to release any claims against each other, including all claims for indemnity (except any claims set forth in a separate written agreement that have been agreed to by this date) as to all claims asserted in this Action that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice. Toll, Chartwell, and Insperity agree to all to bear their own fees and costs associated with their defense of this Action.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement, but will include note of the matters noted in Paragraph 2.6 identified by counsel for Toll.
- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Order to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or

conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix to serve as the Administrator and verified that, as a condition of appointment, Parties agree to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.

Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, there are 4,086 Aggrieved Employees (3,197 Simplified employees, 796 Chartwell employees, and 93 Insperity/Toll employees) who were employed, or alleged to be employed by, Defendants during the PAGA Period. With respect to the Toll employees co-employed by Insperity, Toll represented at the mediation that there were approximately 5,631 pay periods at issue for the Aggrieved Employees in the relevant PAGA period between April 1, 2019 and December 15, 2020. If the actual number of pay periods at issue for the Insperity/Toll Aggrieved Employees increases by more than 10%, the gross Insperity/Toll portion of the PAGA settlement will increase proportionately by the increase over 10%, to be paid proportionately by both Toll and Insperity. For example, if the Total pay periods of the Insperity/Toll employees is 11% over the current estimate (6,251) pay periods, then Toll's portion of the Gross Settlement Amount will increase from \$400,000 to \$404,000 and Insperity's portion of the Gross Settlement Amount will increase from \$25,000 to \$25,250. Toll's calculation as of the date of this Settlement Agreement is that for the PAGA Period for the Insperity/Toll Aggrieved Employees there were 6,193 pay periods at issue, which is not more than 10% of the total provided at the mediation, thus, the escalator clause does not apply.

9. CONTINUING JURISDICTION OF THE COURT.

- 9.1 The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 9.2 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 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.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data

received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:
Counsel for Watson
Joseph Lavi (Jlavi@lelawfirm.com)
Vincent C. Granberry (VGranberry@lelawfirm.com)
Lavi & Ebrahimian, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, CA 90211

To Defendants:
Counsel for Toll and Simplified
Stacey McKee Knight (stacey.knight@katten.com)
Tami Kameda Sims (tami.sims@katten.com)
Katten Muchin Rosenman LLP
2029 Century Park East, Suite 2600
Los Angeles, CA 90067

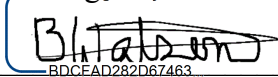
Counsel for Chartwell
Alexander L. Conti (aconti@conti-law.com)
Conti Law
23 Corporate Plaza Drive, Suite 150
Newport Beach, CA 92660

Counsel for Insperity
Avi M. Attal (aattal@kahanafeld.com)
Kahana Feld LLP
2603 Main Street, Suite 350
Irvine, CA 92614

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement 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.

Plaintiff ~~Bridgett~~ Watson

By: 
Bridgett Watson

Date: April 19, 2023

Defendants Toll Global Forwarding (USA), Inc., Toll Global Forwarding SCS (USA) Inc., and TGF Management Group Holdco Inc.

By: _____

Date: _____

Title: _____

Defendant Simplified Labor Staffing Solutions, Inc.

By: _____

Date: _____

Title: _____

Defendant Chartwell Staffing Services Inc.

By: _____

Date: _____

Title: _____

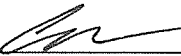
- 10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement 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.

Plaintiff Bridgett Watson

By: _____
Bridgett Watson

Date: _____

Defendants Toll Global Forwarding (USA), Inc., Toll Global Forwarding SCS (USA) Inc., and TGF Management Group Holdco Inc.

By:  CYNTHIA OLIVER

Date: 4/20/2023

Title: VP FINANCE

Defendant Simplified Labor Staffing Solutions, Inc.

By: _____

Date: _____

Title: _____

Defendant Chartwell Staffing Services Inc.

By: _____

Date: _____

Title: _____

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement 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.

Plaintiff Bridgett Watson

By: _____
Bridgett Watson

Date: _____

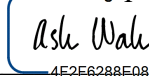
Defendants Toll Global Forwarding (USA), Inc., Toll Global Forwarding SCS (USA) Inc., and TGF Management Group Holdco Inc.

By: _____

Date: _____

Title: _____

Defendant Simplified Labor Staffing Solutions, Inc.

By:  _____
DocuSigned by:
4F2F6288E08444...

Date: 4/20/2023

Title: Ceo

Defendant Chartwell Staffing Services Inc.

By: _____

Date: _____

Title: _____

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Plaintiff Bridgett Watson

By: _____
Bridgett Watson

Date: _____

Defendants Toll Global Forwarding (USA), Inc., Toll Global Forwarding SCS (USA) Inc., and TGF Management Group Holdco Inc.

By: _____

Date: _____

Title: _____

Defendant Simplified Labor Staffing Solutions, Inc.

By: _____

Date: _____

Title: _____

Defendant Chartwell Staffing Services Inc.

By: W. Holmes Lilley, III

Date: 4/20/2023

Title: General Counsel

Defendant Insperity PEO Services, LP. (erroneously sued as Insperity Expense Management, Inc.)

By: 

Date: April 24, 2023

Title: EVP of Legal, General Counsel
and Secretary

Approved as to form:

By: _____

Vincent C. Granberry

Lavi & Ebrahimian, LLP

Attorneys for Plaintiff Bridget Watson, on behalf of herself and others similarly situated

Approved as to form:

By: _____

Tami Sims

Katten Muchin Rosenman LLP

Attorneys for Defendants Toll Global Forwarding (USA), Inc., Toll Global Forwarding SCS (USA) Inc., TGF Management Group Holdco Inc. and Simplified Labor Staffing Solutions, Inc.

Approved as to form:

By: _____

Alexander L. Conti

Conti Law

Attorneys for Defendant Chartwell Staffing Services Inc.

Approved as to form:

By: 

Avi M. Attal

Kahana & Feld LLP

Attorneys for Defendant Insperity PEO Services, L.P. (erroneously sued as Insperity Expense Management, Inc.)

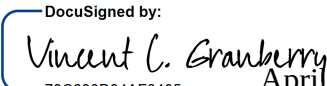
Defendant Insperity PEO Services, LP. (erroneously sued as Insperity Expense Management, Inc.)

By: _____

Date: _____

Title: _____

Approved as to form:

DocuSigned by:

By: 78C690D94AF8405... April 20, 2023

Vincent C. Granberry
Lavi & Ebrahimian, LLP
Attorneys for Plaintiff Bridget Watson, on behalf of herself and others similarly situated

Approved as to form:

By: _____

Tami Sims
Katten Muchin Rosenman LLP
Attorneys for Defendants Toll Global Forwarding (USA), Inc., Toll Global Forwarding SCS (USA) Inc., TGF Management Group Holdco Inc. and Simplified Labor Staffing Solutions, Inc.

Approved as to form:

By: _____

Alexander L. Conti
Conti Law
Attorneys for Defendant Chartwell Staffing Services Inc.

Approved as to form:

By: _____

Avi M. Attal
Kahana & Feld LLP
Attorneys for Defendant Insperity PEO Services, L.P. (erroneously sued as Insperity Expense Management, Inc.)

Defendant Insperity PEO Services, LP. (erroneously sued as Insperity Expense Management, Inc.)

By: _____

Date: _____

Title: _____

Approved as to form:

By: _____

Vincent C. Granberry

Lavi & Ebrahimian, LLP

Attorneys for Plaintiff Bridget Watson, on behalf of herself and others similarly situated

Approved as to form:

By:  _____

Tami Sims

Katten Muchin Rosenman LLP

Attorneys for Defendants Toll Global Forwarding (USA), Inc., Toll Global Forwarding SCS (USA) Inc., TGF Management Group Holdco Inc. and Simplified Labor Staffing Solutions, Inc.

Approved as to form:

By: _____

Alexander L. Conti

Conti Law

Attorneys for Defendant Chartwell Staffing Services Inc.

Approved as to form:

By: _____

Avi M. Attal

Kahana & Feld LLP

Attorneys for Defendant Insperity PEO Services, L.P. (erroneously sued as Insperity Expense Management, Inc.)

Defendant Insperity PEO Services, LP. (erroneously sued as Insperity Expense Management, Inc.)

By: _____

Date: _____

Title: _____

Approved as to form:

By: _____

Vincent C. Granberry

Lavi & Ebrahimi, LLP

Attorneys for Plaintiff Bridget Watson, on behalf of herself and others similarly situated

Approved as to form:

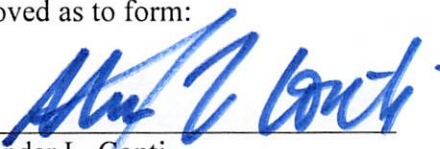
By: _____

Tami Sims

Katten Muchin Rosenman LLP

Attorneys for Defendants Toll Global Forwarding (USA), Inc., Toll Global Forwarding SCS (USA) Inc., TGF Management Group Holdco Inc. and Simplified Labor Staffing Solutions, Inc.

Approved as to form:

By:  _____

Alexander L. Conti

Conti Law

Attorneys for Defendant Chartwell Staffing Services Inc.

Approved as to form:

By: _____

Avi M. Attal

Kahana & Feld LLP

Attorneys for Defendant Insperity PEO Services, L.P. (erroneously sued as Insperity Expense Management, Inc.)

EXHIBIT 2

COSTS AND FEES ADVANCED BY LAVI & EBRAHIMIAN, LLP

DATE	ITEM	COST
N/A	Copying	\$72.50
N/A	Scanning	\$72.50
N/A	Fax	\$18.00
N/A	Mail	\$60.01
	LOS ANGELES SUPERIOR COURT	
04/01/2020	Summons and Complaint Filing Fee (CLASS)	\$1,435.00
08/13/2020	Summons and Complaint Filing Fee (PAGA)	\$435.00
08/26/2020	Plaintiff's Notice of Case Management Conference Filing Fee (PAGA)	\$2.25
11/09/2020	Joint Stipulation and [PROPOSED] Order Granting to file 2 nd Amended Complaint Filing Fee (CLASS)	\$20.00
11/30/2020	Document Retrieval Online Services (CLASS)	\$5.00
	DDS LEGAL SERVICES	
04/01/2020	Filing of Summons and Complaint (CLASS)	\$173.45
05/22/2020	Process Service of Summons and Complaint on Defendant CHARTWELL STAFFING SERVICES, INC. (CLASS)	\$107.77
05/22/2020	Process Service of Summons and Complaint on Defendant TOLL GLOBAL FORWARDING (USA) INC. (CLASS)	\$54.90
05/22/2020	Process Service of Summons and Complaint on Defendant TOLL GLOBAL FORWARDING SCS (USA) INC. (CLASS)	\$37.00
05/22/2020	Process Service of Summons and Complaint on Defendant TGF MANAGEMENT GROUP HOLDO INC. (CLASS)	\$37.00
05/22/2020	Process Service of Summons and Complaint on Defendant SIMPLIFIED LABOR STAFFING SOLUTIONS, INC. (CLASS)	\$57.67
05/22/2020	Process Service of Summons and Complaint on Defendant INSPIRITY (CLASS)	\$103.90
08/11/2020	Filing of Amendment to Complaint (CLASS)	\$9.95
08/13/2020	Filing of Summons and Complaint (PAGA)	\$13.05
08/25/2020	Filing of Plaintiff's Notice of Case Management Conference (PAGA)	\$14.15
11/09/2020	Filing of Joint Stipulation and [PROPOSED] Order granting to file 2 nd Amended Complaint (CLASS)	\$161.40
11/13/2020	Filing of Request for Dismissal (PAGA)	\$34.15
11/17/2020	Filing of Plaintiff's RFD without Prejudice the Class Action Allegations [PROPOSED] Order granting RFD	\$69.90
02/11/2021	Filing Joint Status Conference Statement (CLASS)	\$59.95
04/20/2021	Filing of Joint Status Conference Statement (CLASS)	\$59.95
06/15/2021	Filing of Joint Report RE: Selection of Mediator and Mediation Date – scheduled for 06/15/2021(CLASS)	\$69.90
02/25/2022	Filing of Plaintiff's Notice of Ruling RE: Post-Mediation Status	\$34.15

	Conference and Order to Show Cause RE: Notice of Related (CLASS)	
10/06/2022	Filing of Joint Status Report (CLASS)	\$34.15
10/06/2022	Courtesy Copy Delivery of Joint Status Report (CLASS)	\$59.95
10/13/202	Filing of Plaintiff's Notice of Ruling RE: Case Management Conference (CLASS)	\$34.15
12/02/2022	Filing of Joint Status Report (CLASS)	\$34.15
02/08/2023	Filing of Joint Stipulation to Continue Motion for Approval Filing Deadline; [PROPOSED] Order (CLASS)	\$54.75
02/08/2023	Courtesy Copy Delivery to Department of Joint Stipulation to Continue Motion for Approval Filing deadline, [PROPOSED] Order (CLASS)	\$59.95
03/16/2023	Filing of Joint Stipulation to Continue Motion for Approval Filing Deadline; [PROPOSED] Order (CLASS)	\$54.75
	CASE ANYWHERE	
10/07/2020	System Access Fee	\$92.40
01/08/2021	System Access Fee & Document Service Fee	\$138.00
04/04/2021	System Access Fee & Document Service Fee	\$126.00
07/03/2021	System Access Fee & Document Service Fee	\$132.00
10/05/2021	System Access Fee & Document Service Fee	\$126.00
01/05/2022	System Access Fee	\$120.00
04/10/2022	System Access Fee & Document Service Fee	\$126.00
07/07/2022	System Access Fee	\$120.00
10/09/202	System Access Fee	\$120.00
01/09/2023	System Access Fee & Document Service Fee	\$138.00
04/16/2023	System Access Fee & Document Service Fee	\$132.00
	LA COURT CONNECT	
07/24/2020	Initial Status Conference	\$15.00
11/03/2020	Hearing on Motion to Compel Arbitration	\$15.00
02/17/2021	Further Status Conference	\$15.00
	BERGER CONSULTING GROUP	
01/26/2022	Data Analysis Expert	\$2,450.00
	JAMS MEDIATION	
01/13/2022	Mediation Services	\$4,200.00
08/05/2022	Mediation Services (Deposit)	\$1,250.00
	DEPARTMENT OF INDUSTRIAL RELATIONS	
03/25/2020	PAGA Filing Fees	\$75.00
	Total Costs, fees and expenses	\$12,940.75

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

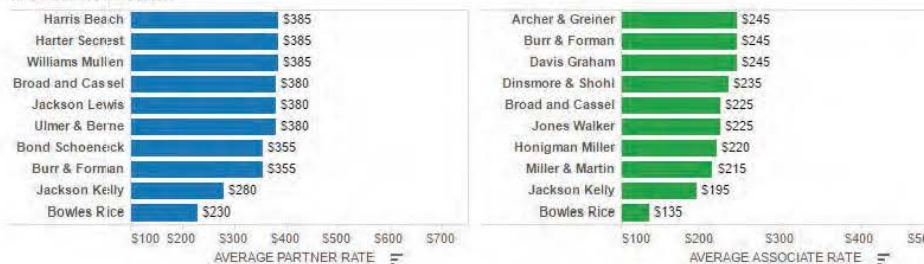
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Dechert	New York	400	\$1,055	\$865	\$595	\$725	\$525	\$230
Andrews Kurth	Houston	340	\$1,055	\$865	\$595	\$725	\$525	\$230
Hughes Hubbard	New York	340	\$1,055	\$865	\$595	\$725	\$525	\$230
Irell & Manella	Los Angeles	340	\$1,055	\$865	\$595	\$725	\$525	\$230
Proskauer Rose	New York	340	\$1,055	\$865	\$595	\$725	\$525	\$230
White & Case	New York	340	\$1,055	\$865	\$595	\$725	\$525	\$230
Morrison & Foerster	San Francisco	1,010	\$1,195	\$865	\$595	\$725	\$525	\$230
Pillsbury Winthrop	Washington	340	\$1,055	\$865	\$595	\$725	\$525	\$230
Kaye Scholer	New York	340	\$1,055	\$865	\$595	\$725	\$525	\$230
Kramer Levin	New York	340	\$1,055	\$865	\$595	\$725	\$525	\$230
Hogan Lovells	Washington	340	\$1,055	\$865	\$595	\$725	\$525	\$230
Kasowitz Benson	New York	340	\$1,055	\$865	\$595	\$725	\$525	\$230
Kirkland & Ellis	Chicago	340	\$1,055	\$865	\$595	\$725	\$525	\$230
Cooley	Palo Alto, Calif.	340	\$1,055	\$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.

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NLJ'S BILLING SURVEY

Select a Firm

- ☐ 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

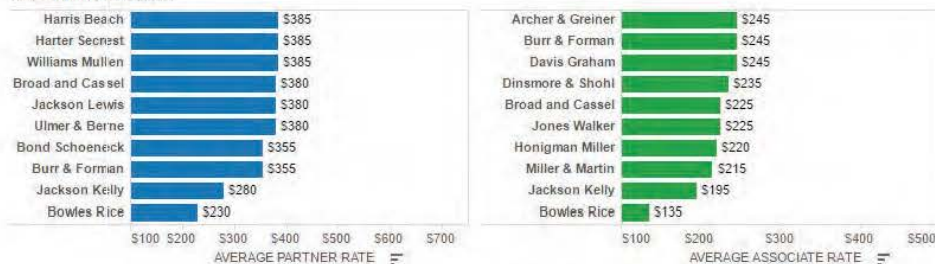
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Kaye Scholer	New York	4,332	\$1,180	\$820	\$615	\$620	\$570	\$225
Kramer Levin	New York	1,028	\$1,025	\$880	\$780	\$600	\$550	\$280
Hogan Lovells	Washington	2,009	\$1,000	\$800	\$670	\$600	\$550	\$280
Kasowitz Benson	New York	800	\$1,000	\$800	\$680	\$600	\$550	\$280
Kirkland & Ellis	Chicago	1,511	\$950	\$800	\$680	\$600	\$550	\$280
Cooley	Palo Alto, Calif.	632	\$990	\$820	\$660	\$630	\$525	\$160
Arnold & Porter	Washington	700	\$950	\$810	\$670	\$600	\$550	\$280
Paul Hastings	New York	800	\$900	\$800	\$670	\$600	\$550	\$280
Curtis, Mallet-Prevost	New York	800	\$900	\$800	\$670	\$600	\$550	\$280
Winston & Strawn	Chicago	800	\$900	\$800	\$670	\$600	\$550	\$280
Bingham McCutchen	Boston	800	\$900	\$800	\$670	\$600	\$550	\$280
Akin Gump	Washington	800	\$900	\$800	\$670	\$600	\$550	\$280
Covington & Burling	Washington	700	\$900	\$800	\$670	\$600	\$550	\$280
King & Spalding	Atlanta	800	\$900	\$800	\$670	\$600	\$550	\$280

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

- ☐ 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

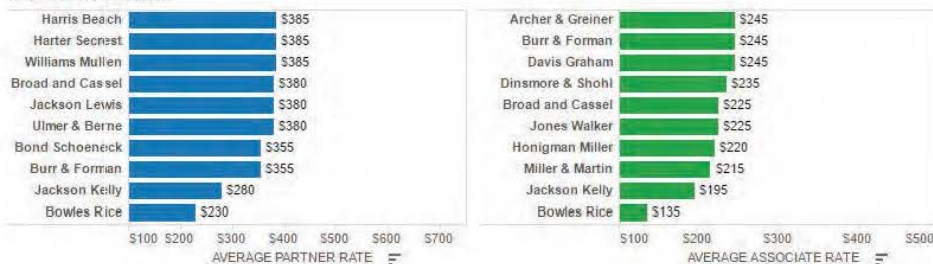
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
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Andrews Kurth	Houston	348	\$1,040	\$800	\$615	\$725	\$535	\$395
Hughes Hubbard	New York	348	\$1,000	\$800	\$605	\$725	\$535	\$395
Irell & Manella	Los Angeles	164	\$975	\$890	\$800	\$750	\$535	\$395
Proskauer Rose	New York	744	\$975	\$800	\$605	\$725	\$535	\$395
White & Case	New York	1,000	\$975	\$800	\$605	\$725	\$535	\$395
Morrison & Foerster	San Francisco	1,000	\$975	\$800	\$605	\$725	\$535	\$395
Pillsbury Winthrop	Washington	800	\$975	\$800	\$605	\$725	\$535	\$395
Kaye Scholer	New York	400	\$975	\$800	\$605	\$725	\$535	\$395
Kramer Levin	New York	800	\$975	\$800	\$605	\$725	\$535	\$395
Hogan Lovells	Washington	2,000	\$975	\$800	\$605	\$725	\$535	\$395
Kasowitz Benson	New York	800	\$975	\$800	\$605	\$725	\$535	\$395
Kirkland & Ellis	Chicago	1,000	\$975	\$800	\$605	\$725	\$535	\$395
Cooley	Palo Alto, Calif.	800	\$975	\$800	\$605	\$725	\$535	\$395

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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... And the Bottom

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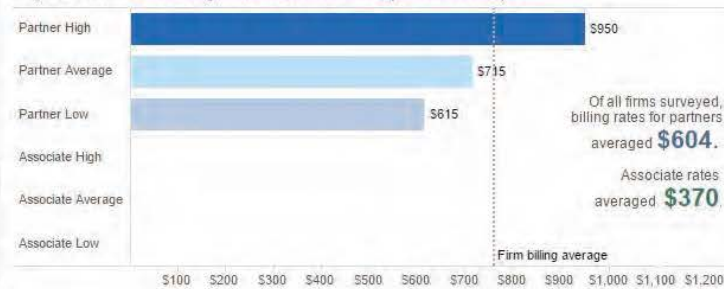
NLJ'S BILLING SURVEY

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



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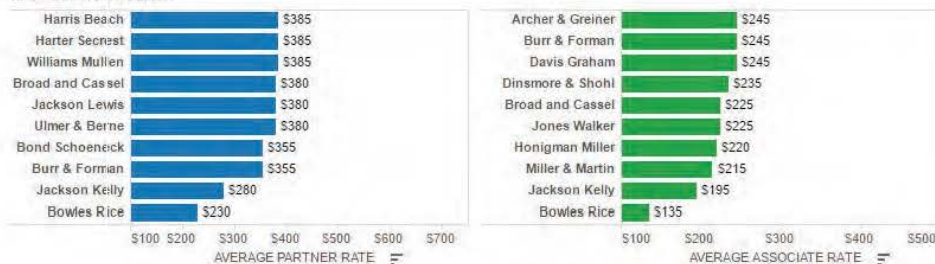
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Baker & McKenzie	Chicago	1,100	\$1,055	\$715	\$615	\$600	\$590	\$370
Dickstein Shapiro	Washington	1,000	\$1,050	\$715	\$615	\$600	\$590	\$370
Jenner & Block	Chicago	1,100	\$1,055	\$715	\$615	\$600	\$590	\$370
Jones Day	New York	1,100	\$1,055	\$715	\$615	\$600	\$590	\$370
Manatt Phelps	Los Angeles	1,100	\$1,055	\$715	\$615	\$600	\$590	\$370
Seward & Kissel	New York	1,100	\$1,055	\$715	\$615	\$600	\$590	\$370
O'Melveny & Myers	Los Angeles	738	\$950	\$715	\$615	\$600	\$590	\$370
McDermott Will	Chicago	1,000	\$1,050	\$715	\$615	\$600	\$590	\$370
Reed Smith	Pittsburgh	1,100	\$1,055	\$715	\$615	\$600	\$590	\$370
Dentons	N/A**	1,100	\$1,055	\$715	\$615	\$600	\$590	\$370
Jeffer Mangels	Los Angeles	1,100	\$1,055	\$715	\$615	\$600	\$590	\$370
Sheppard Mullin	Los Angeles	1,100	\$1,055	\$715	\$615	\$600	\$590	\$370
Alston & Bird	Atlanta	1,100	\$1,055	\$715	\$615	\$600	\$590	\$370
Foley Hoag	Boston	1,100	\$1,055	\$715	\$615	\$600	\$590	\$370

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... And the Bottom

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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

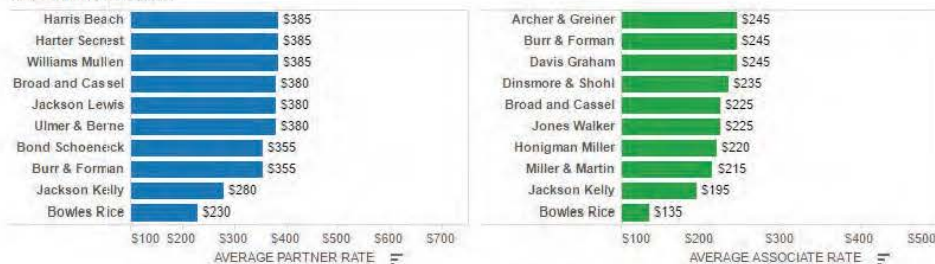
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Blank Rome	Philadelphia	47	\$850	\$650	\$450	\$550	\$350	\$175
Kelley Drye	New York	238	\$415	\$340	\$230	\$360	\$240	\$130
Gardere Wynne	Dallas	233	\$775	\$625	\$325	\$540	\$310	\$150
Pepper Hamilton	Philadelphia	453	\$600	\$500	\$275	\$480	\$300	\$150
Orrick Herrington	San Francisco	977	\$945	\$625	\$305	\$675	\$310	\$170
Stevens & Lee	Reading, Pa.	167	\$600	\$480	\$320	\$500	\$300	\$150
Duane Morris	Philadelphia	600	\$775	\$625	\$325	\$540	\$310	\$150
Morgan Lewis	Philadelphia	1,234	\$775	\$625	\$325	\$540	\$310	\$150
Troutman Sanders	Atlanta	570	\$675	\$525	\$275	\$480	\$300	\$150
Allen Matkins	Los Angeles	167	\$600	\$480	\$320	\$500	\$300	\$150
Katten Muchin	Chicago	280	\$775	\$625	\$325	\$540	\$310	\$150
Lowenstein Seidler	Roseland, N.J.	254	\$775	\$625	\$325	\$540	\$310	\$150
Seyfarth Shaw	Chicago	700	\$600	\$480	\$320	\$500	\$300	\$150
Buchalter Nerner	Los Angeles	134	\$600	\$480	\$320	\$500	\$300	\$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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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.

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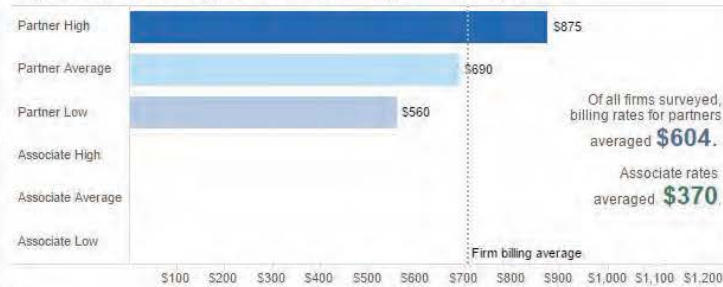
NLJ'S BILLING SURVEY

Select a Firm

- ☐ Jenner & MacKenzie
- ☐ 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

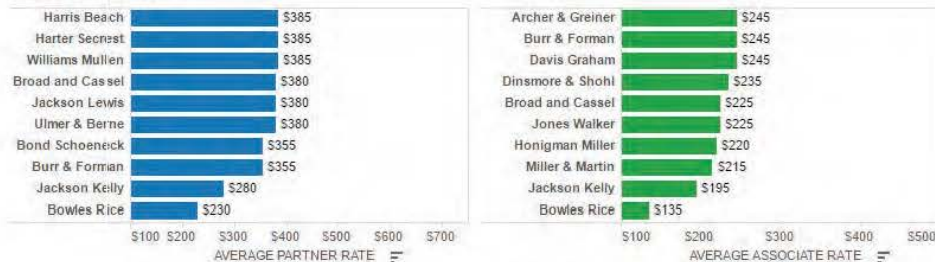
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Baker & McKenzie	Chicago	1,100	\$1,100	\$750	\$500	\$600	\$400	\$250
Dickstein Shapiro	Washington	800	\$1,050	\$700	\$450	\$550	\$350	\$200
Jenner & Block	Chicago	4,100	\$1,000	\$650	\$400	\$550	\$350	\$200
Jones Day	New York	2,800	\$950	\$600	\$350	\$500	\$300	\$150
Manatt Phelps	Los Angeles	1,200	\$900	\$550	\$300	\$450	\$250	\$150
Seward & Kissel	New York	1,100	\$850	\$500	\$250	\$400	\$200	\$100
O'Melveny & Myers	Los Angeles	1,000	\$800	\$450	\$200	\$350	\$150	\$100
McDermott Will	Chicago	1,000	\$750	\$400	\$200	\$300	\$150	\$100
Reed Smith	Pittsburgh	1,000	\$700	\$350	\$150	\$250	\$100	\$50
Dentons	N/A**	1,000	\$650	\$300	\$150	\$200	\$100	\$50
Jeffer Mangels	Los Angeles	126	\$875	\$690	\$560			
Sheppard Mullin	Los Angeles	1,000	\$775	\$400	\$200	\$300	\$150	\$100
Alston & Bird	Atlanta	800	\$725	\$350	\$150	\$250	\$100	\$50
Foley Hoag	Boston	1,000	\$700	\$300	\$150	\$200	\$100	\$50

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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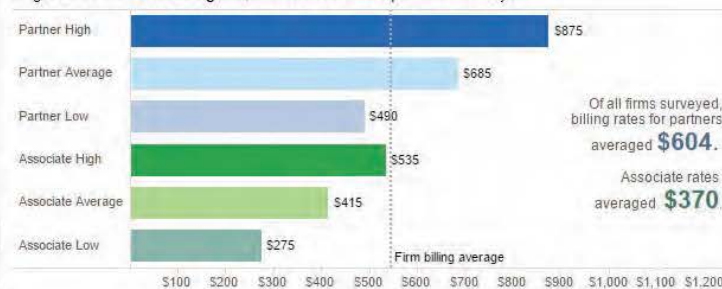
NLJ'S BILLING SURVEY

Select a Firm

- ☐ Robinson & Cole
- ☐ Rutan & Tucker
- ☐ Saul Ewing
- ☐ Sedgwick
- ☐ Seward & Kissel
- ☐ Seyfarth Shaw
- ☒ Sheppard Mullin
- ☐ Shumaker Loop
- ☐ Shutts & 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

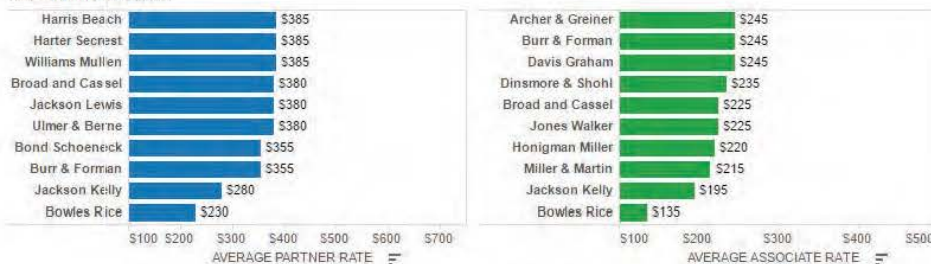
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Jeffer Mangels	Los Angeles	521	\$875	\$685	\$490	\$535	\$415	\$275
Sheppard Mullin	Los Angeles	521	\$875	\$685	\$490	\$535	\$415	\$275
Alston & Bird	Atlanta	521	\$875	\$685	\$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
- ☐ Benesch 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

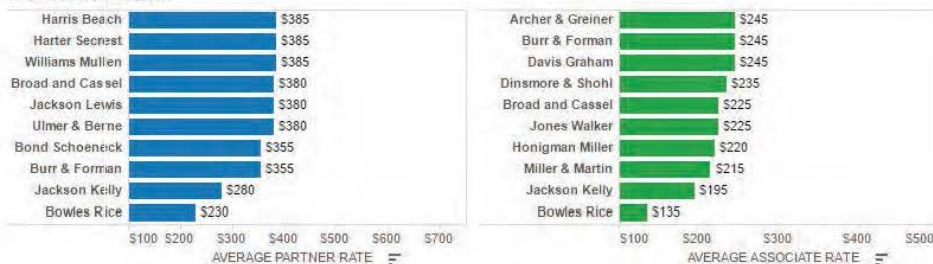
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Seyfarth Shaw	Chicago	730	\$684	\$611	\$495	\$371	\$367	\$325
Buchalter Nemer	Los Angeles	134	\$695	\$605	\$475	\$375	\$365	\$350
Carlton Fields	Tampa, Fla.	276	\$611	\$545	\$455	\$345	\$335	\$315
Foley & Lardner	Milwaukee	872	\$564	\$500	\$425	\$311	\$295	\$218
Perkins Coie	Seattle	825	\$560	\$480	\$385	\$290	\$245	\$219
Vinson & Elkins	Houston	877	\$514	\$450	\$375	\$280	\$240	\$205
Holland & Knight	Washington	558	\$510	\$450	\$380	\$270	\$225	\$210
McGuire Woods	Richmond, Va.	841	\$525	\$465	\$380	\$280	\$240	\$205
Bryan Cave	St. Louis	588	\$500	\$450	\$380	\$270	\$245	\$210
Nutter McClennen	Boston	739	\$510	\$450	\$380	\$270	\$245	\$205
Gibbons	Newark, N.J.	278	\$500	\$450	\$380	\$270	\$245	\$205
Cozen O'Connor	Philadelphia	888	\$510	\$450	\$380	\$270	\$245	\$205
Knobbe Martens	Irvine, Calif.	208	\$510	\$450	\$380	\$270	\$245	\$205
Kilpatrick Townsend	Atlanta	550	\$510	\$450	\$380	\$270	\$245	\$205

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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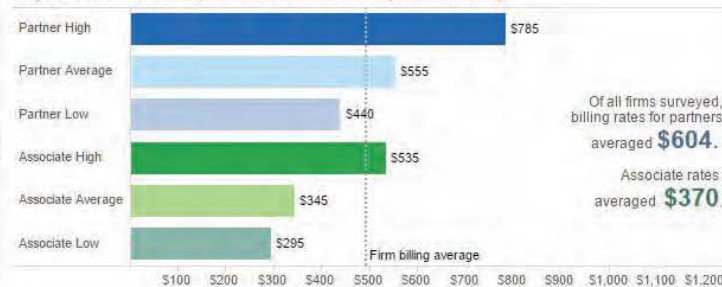
NLJ'S BILLING SURVEY

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
- ☐ Lowenstein 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

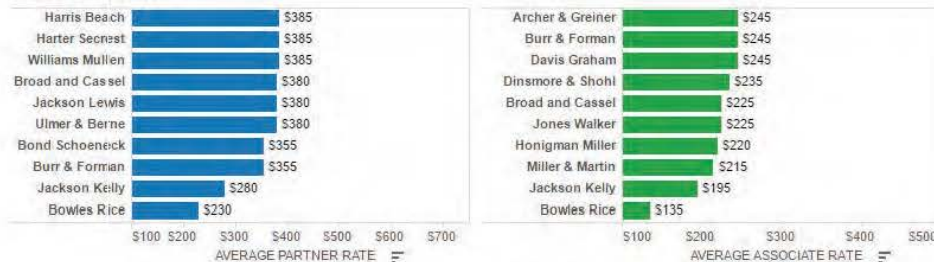
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Gibbons	Newark, N.J.	342	\$885	\$585	\$445	\$575	\$345	\$295
Cozen O'Connor	Philadelphia	300	\$1,100	\$550	\$390	\$540	\$340	\$290
Knobbe Martens	Irvine, Calif.	268	\$785	\$555	\$440	\$535	\$345	\$295
Kilpatrick Townsend	Atlanta	550	\$775	\$500	\$440	\$575	\$390	\$310
Littler Mendelson	San Francisco	300	\$845	\$530	\$390	\$540	\$340	\$290
Edwards Wildman	Boston	370	\$845	\$530	\$390	\$540	\$340	\$290
Thompson & Knight	Dallas	290	\$790	\$530	\$390	\$540	\$340	\$290
Fox Rothschild	Philadelphia	400	\$750	\$530	\$390	\$540	\$340	\$290
McCart & English	Newark, N.J.	275	\$845	\$530	\$390	\$540	\$340	\$290
McKenna Long	Atlanta	300	\$845	\$530	\$390	\$540	\$340	\$290
Saul Ewing	Philadelphia	220	\$845	\$530	\$390	\$540	\$340	\$290
Brownstein Hyatt	Denver	270	\$740	\$520	\$370	\$530	\$300	\$260
Lindquist & Vennum	Minneapolis	180	\$845	\$530	\$390	\$540	\$340	\$290
Nixon Peabody	Boston	370	\$845	\$530	\$390	\$540	\$340	\$290

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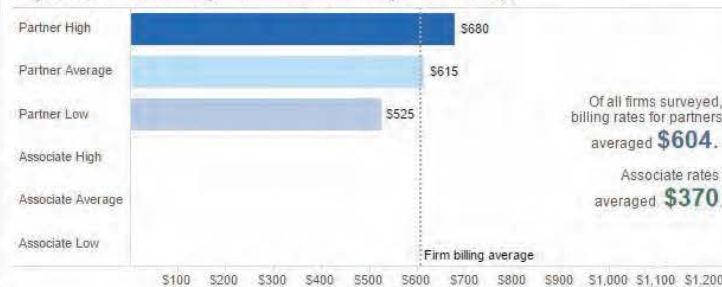
NLJ'S BILLING SURVEY

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



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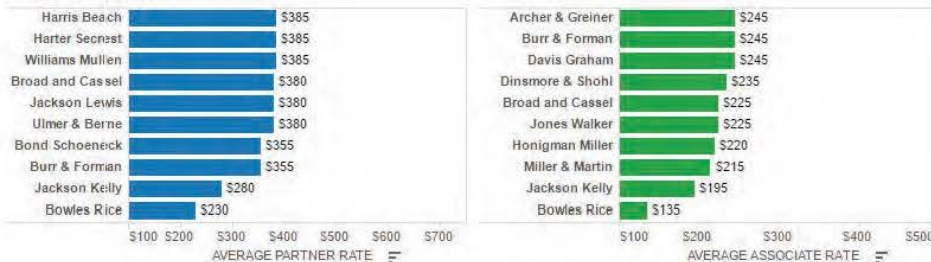
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Blank Rome	Philadelphia	100	\$650	\$600	\$550	\$350	\$300	\$250
Kelley Drye	New York	250	\$600	\$550	\$500	\$300	\$250	\$200
Gardere Wynne	Dallas	150	\$600	\$550	\$500	\$300	\$250	\$200
Pepper Hamilton	Philadelphia	100	\$600	\$550	\$500	\$300	\$250	\$200
Orrick Herrington	San Francisco	100	\$600	\$550	\$500	\$300	\$250	\$200
Stevens & Lee	Reading, Pa.	100	\$600	\$550	\$500	\$300	\$250	\$200
Duane Morris	Philadelphia	100	\$600	\$550	\$500	\$300	\$250	\$200
Morgan Lewis	Philadelphia	100	\$600	\$550	\$500	\$300	\$250	\$200
Troutman Sanders	Atlanta	100	\$600	\$550	\$500	\$300	\$250	\$200
Allen Matkins	Los Angeles	187	\$680	\$615	\$525			
Katten Muchin	Chicago	100	\$600	\$550	\$500	\$300	\$250	\$200
Lowenstein Seidler	Roseland, N.J.	100	\$600	\$550	\$500	\$300	\$250	\$200
Seyfarth Shaw	Chicago	100	\$600	\$550	\$500	\$300	\$250	\$200
Buchalter Nemer	Los Angeles	100	\$600	\$550	\$500	\$300	\$250	\$200

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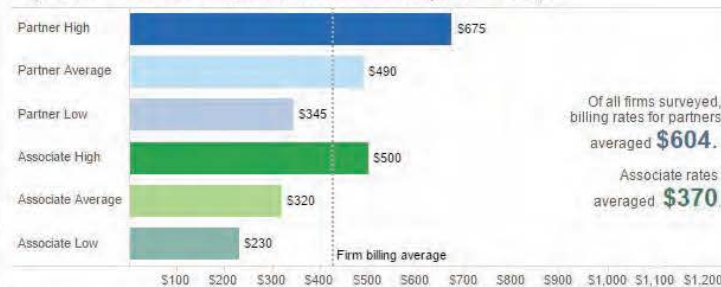
NLJ'S BILLING SURVEY

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

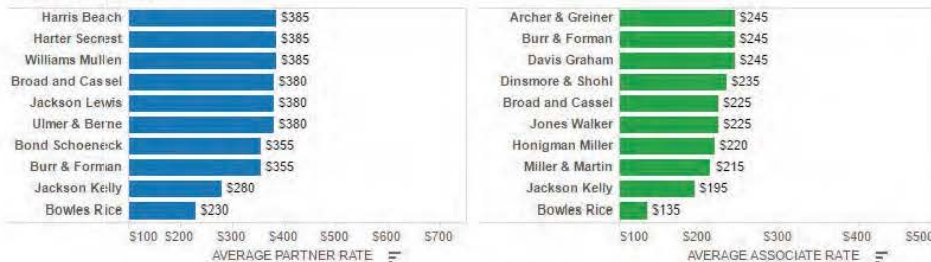
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Amal Golden	Atlanta	139	\$675	\$490	\$345	\$500	\$320	\$230
Rutan & Tucker	Costa Mesa, Calif.	139	\$675	\$490	\$345	\$500	\$320	\$230
Akerman Senterfitt	Miami	139	\$675	\$490	\$345	\$500	\$320	\$230
Barnes & Thornburg	Indianapolis	139	\$675	\$490	\$345	\$500	\$320	\$230
Morris Manning	Atlanta	139	\$675	\$490	\$345	\$500	\$320	\$230
Ballard Spahr	Philadelphia	139	\$675	\$490	\$345	\$500	\$320	\$230
Stinson Morrison	Kansas City, Mo.	139	\$675	\$490	\$345	\$500	\$320	\$230
Stoel Rives	Portland, Ore.	139	\$675	\$490	\$345	\$500	\$320	\$230
Miles & Stockbridge	Baltimore	139	\$675	\$490	\$345	\$500	\$320	\$230
Quarles & Brady	Milwaukee	139	\$675	\$490	\$345	\$500	\$320	\$230
Arnstein & Lehr	Chicago	139	\$675	\$490	\$345	\$500	\$320	\$230
Waller Lansden	Nashville, Tenn.	139	\$675	\$490	\$345	\$500	\$320	\$230
Benesch Friedlander	Cleveland	139	\$675	\$490	\$345	\$500	\$320	\$230
Bank of America	Charlotte, N.C.	139	\$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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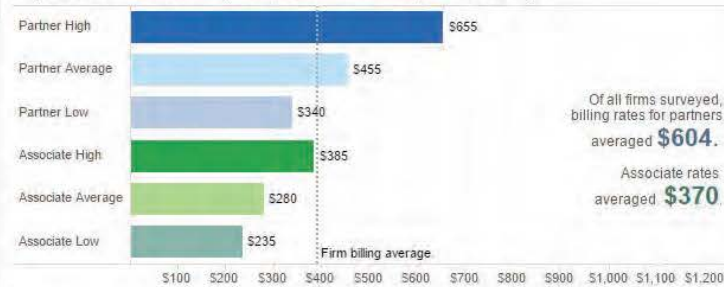
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NLJ'S BILLING SURVEY

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

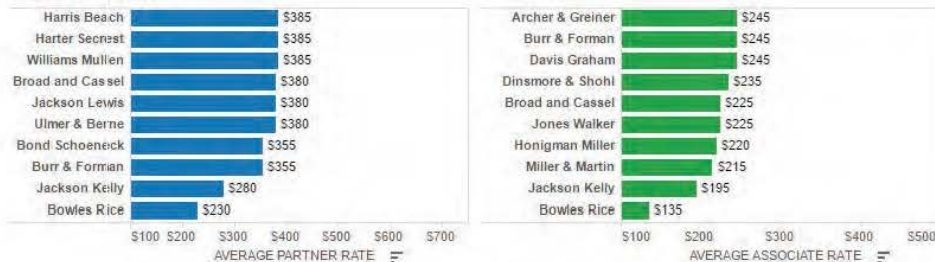
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Quarles & Brady	Milwaukee	475	\$620	\$470	\$350	\$380	\$270	\$210
Arnstein & Lehr	Chicago	1,111	\$600	\$450	\$300	\$350	\$250	\$175
Waller Lansden	Nashville, Tenn.	1,100	\$600	\$400	\$300	\$350	\$250	\$175
Benesch Friedlander	Cleveland	750	\$600	\$400	\$300	\$350	\$250	\$175
Best Best	Riverside, Calif.	175	\$655	\$455	\$340	\$385	\$280	\$235
Faegre Baker	Minneapolis	600	\$600	\$400	\$300	\$350	\$250	\$175
Riker Danzig	Morristown, N.J.	650	\$600	\$400	\$300	\$350	\$250	\$175
Baker & Hostetler	Cleveland	1,100	\$600	\$400	\$300	\$350	\$250	\$175
Ice Miller	Indianapolis	600	\$600	\$400	\$300	\$350	\$250	\$175
Parker Poe	Charlotte, N.C.	1,700	\$600	\$400	\$300	\$350	\$250	\$175
Michael Best	Milwaukee	600	\$600	\$400	\$300	\$350	\$250	\$175
Butzel Long	Bloomfield Hills, Mich.	750	\$600	\$400	\$300	\$350	\$250	\$175
McElroy Deutsch	Morristown, N.J.	200	\$600	\$400	\$300	\$350	\$250	\$175
Thompson Coburn	St. Louis	200	\$600	\$400	\$300	\$350	\$250	\$175

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

- ☐ 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

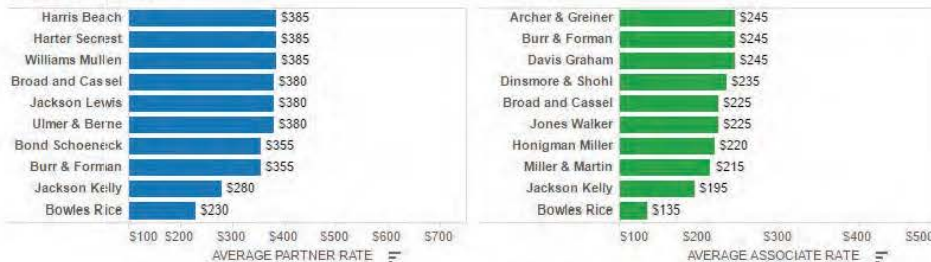
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Gibbons	Newark, N.J.	2,100	\$600	\$500	\$400	\$475	\$300	\$225
Cozen O'Connor	Philadelphia	2,000	\$1,100	\$700	\$500	\$550	\$340	\$230
Knobbe Martens	Irvine, Calif.	200	\$700	\$500	\$400	\$375	\$240	\$175
Kilpatrick Townsend	Atlanta	1,900	\$775	\$500	\$400	\$475	\$300	\$210
Littler Mendelson	San Francisco	909	\$615	\$550	\$395	\$420	\$290	\$245
Edwards Wildman	Boston	870	\$700	\$500	\$400	\$475	\$300	\$240
Thompson & Knight	Dallas	2,000	\$775	\$500	\$400	\$475	\$300	\$240
Fox Rothschild	Philadelphia	600	\$750	\$500	\$400	\$475	\$300	\$240
McCarter & English	Newark, N.J.	370	\$625	\$500	\$400	\$375	\$240	\$175
McKenna Long	Atlanta	800	\$600	\$500	\$400	\$400	\$300	\$200
Saul Ewing	Philadelphia	220	\$600	\$500	\$400	\$475	\$300	\$240
Brownstein Hyatt	Denver	2,100	\$700	\$500	\$400	\$475	\$300	\$240
Lindquist & Vennum	Minneapolis	1,000	\$600	\$500	\$400	\$475	\$300	\$240
Nixon Peabody	Boston	870	\$600	\$500	\$400	\$475	\$300	\$240

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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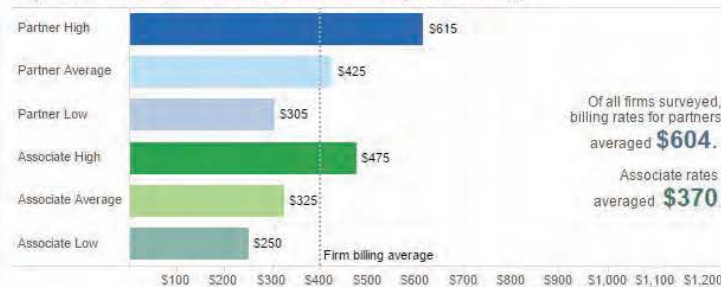
NLJ'S BILLING SURVEY

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

Sedgwick

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



By the Numbers: The Firms Report Their Billing Rates

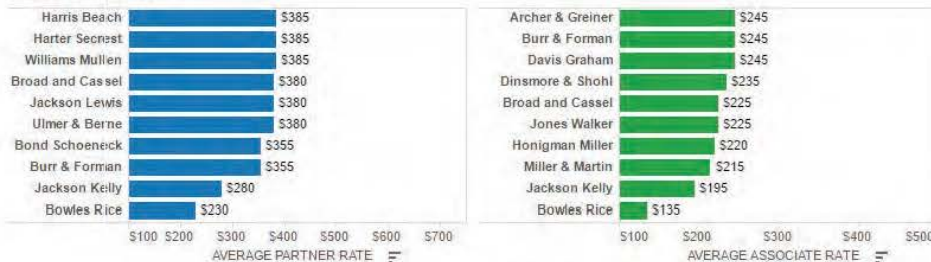
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Morgan & Lewis	Denver	1,000	\$1,055	\$620	\$385	\$620	\$385	\$230
Bradley Arant	Birmingham, Ala.	250	\$615	\$425	\$305	\$475	\$325	\$250
Husch Blackwell	St. Louis	250	\$615	\$425	\$305	\$475	\$325	\$250
Lane Powell	Seattle	250	\$615	\$425	\$305	\$475	\$325	\$250
Shutts & Bowen	Miami	250	\$615	\$425	\$305	\$475	\$325	\$250
Connell Foley	Roseland, N.J.	250	\$615	\$425	\$305	\$475	\$325	\$250
Sedgwick	San Francisco	347	\$615	\$425	\$305	\$475	\$325	\$250
Gordon & Rees	San Francisco	250	\$615	\$425	\$305	\$475	\$325	\$250
Lathrop & Gage	Kansas City, Mo.	250	\$615	\$425	\$305	\$475	\$325	\$250
Strasburger & Price	Dallas	250	\$615	\$425	\$305	\$475	\$325	\$250
Wyatt Tarrant	Louisville, Ky.	250	\$615	\$425	\$305	\$475	\$325	\$250
Taft Stettinius	Cincinnati	250	\$615	\$425	\$305	\$475	\$325	\$250
Polsinelli	Kansas City, Mo.	250	\$615	\$425	\$305	\$475	\$325	\$250
Robinson & Cole	Hartford, Conn.	250	\$615	\$425	\$305	\$475	\$325	\$250

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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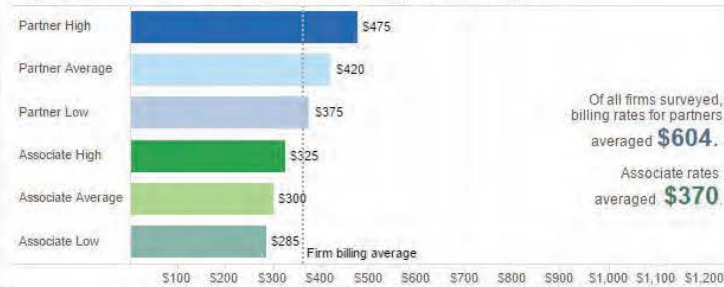
NLJ'S BILLING SURVEY

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
- ☐ Hunn & Berry

Gordon & Rees

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



By the Numbers: The Firms Report Their Billing Rates

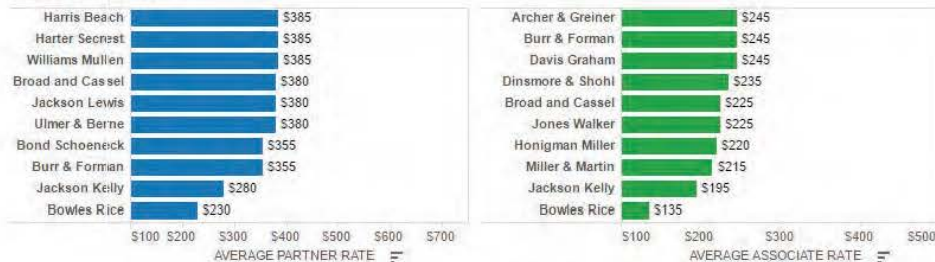
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Holland & Knight	Denver	250	\$575	\$450	\$350	\$350	\$275	\$210
Bradley Arant	Birmingham, Ala.	250	\$575	\$450	\$350	\$350	\$275	\$210
Husch Blackwell	St. Louis	250	\$575	\$450	\$350	\$350	\$275	\$210
Lane Powell	Seattle	250	\$575	\$450	\$350	\$350	\$275	\$210
Shutts & Bowen	Miami	250	\$575	\$450	\$350	\$350	\$275	\$210
Connell Foley	Roseland, N.J.	250	\$575	\$450	\$350	\$350	\$275	\$210
Sedgwick	San Francisco	250	\$575	\$450	\$350	\$350	\$275	\$210
Gordon & Rees	San Francisco	457	\$475	\$420	\$375	\$325	\$300	\$285
Lathrop & Gage	Kansas City, Mo.	250	\$575	\$450	\$350	\$350	\$275	\$210
Strasburger & Price	Dallas	250	\$575	\$450	\$350	\$350	\$275	\$210
Wyatt Tarrant	Louisville, Ky.	250	\$575	\$450	\$350	\$350	\$275	\$210
Taft Stettinius	Cincinnati	250	\$575	\$450	\$350	\$350	\$275	\$210
Polsinelli	Kansas City, Mo.	250	\$575	\$450	\$350	\$350	\$275	\$210
Robinson & Cole	Hartford, Conn.	250	\$575	\$450	\$350	\$350	\$275	\$210

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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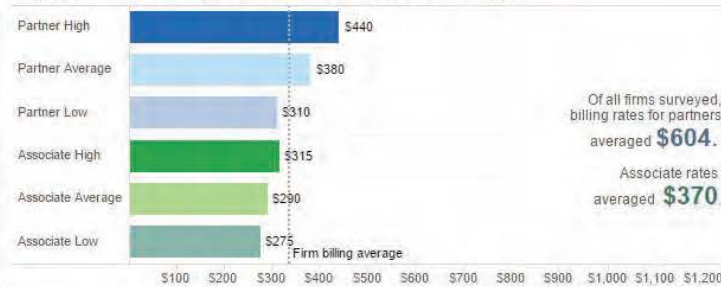
NLJ'S BILLING SURVEY

Select a Firm

- ☐ 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

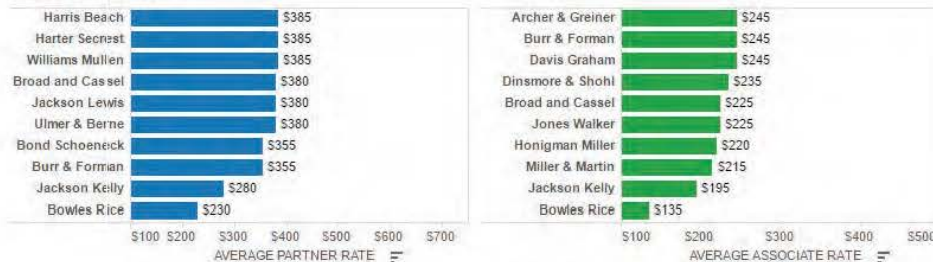
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Honigman Miller	Detroit	327	\$330	\$280	\$230	\$250	\$200	\$180
Varnum	Grand Rapids, Mich.	154	\$275	\$230	\$180	\$200	\$150	\$130
Harris Beach	Rochester, N.Y.	204	\$300	\$250	\$200	\$220	\$170	\$150
Harter Secrest	Rochester, N.Y.	152	\$275	\$230	\$180	\$200	\$150	\$130
Jones Walker	New Orleans	300	\$275	\$230	\$180	\$200	\$150	\$130
Miller & Martin	Chattanooga, Tenn.	152	\$275	\$230	\$180	\$200	\$150	\$130
Williams Mullen	Richmond, Va.	274	\$275	\$230	\$180	\$200	\$150	\$130
Broad and Cassel	Orlando, Fla.	154	\$275	\$230	\$180	\$200	\$150	\$130
Jackson Lewis	Los Angeles	690	\$440	\$380	\$310	\$315	\$290	\$275
Ulmer & Berne	Cleveland	178	\$275	\$230	\$180	\$200	\$150	\$130
Bond Schoeneck	Syracuse, N.Y.	154	\$275	\$230	\$180	\$200	\$150	\$130
Burr & Forman	Birmingham, Ala.	200	\$275	\$230	\$180	\$200	\$150	\$130
Jackson Kelly	Charleston, W.Va.	200	\$275	\$230	\$180	\$200	\$150	\$130
Bowles Rice	Charleston, W.Va.	152	\$275	\$230	\$180	\$200	\$150	\$130

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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, Poltevent, 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

History

Case Law

Expert Opinions

See the 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 +
6/01/18- 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., *McDowell v. District of Columbia*, Civ. A. No. 00-594 (RCL), LEXSEE 2001 U.S. Dist. LEXIS 8114 (D.D.C. June 4, 2001); *Salazar v. Dist. of Col.*, 123 F.Supp.2d 8 (D.D.C. 2000).

* "Years Out of Law School" is calculated from June 1 of each year, when most law students graduate. "1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). "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 "1-3" from June 1, 1996 until May 31, 1999, would move into tier "4-7" on June 1, 1999, and tier "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 2018-DCB
INCORPORATING THE 1.4% GENERAL SCHEDULE INCREASE AND A LOCALITY PAYMENT OF 28.22%
FOR THE LOCALITY PAY AREA OF WASHINGTON-BALTIMORE-ARLINGTON, DC-MD-VA-WV-PA
TOTAL INCREASE: 2.29%
EFFECTIVE JANUARY 2018

Hourly Basic (B) Rates by Grade and Step
Hourly Title 5 Overtime (O) Rates for FLSA-Exempt Employees by Grade and Step

Grade	B/O	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	B	\$ 11.54	\$ 11.93	\$ 12.31	\$ 12.69	\$ 13.08	\$ 13.30	\$ 13.68	\$ 14.06	\$ 14.08	\$ 14.44
	O	17.31	17.90	18.47	19.04	19.62	19.95	20.52	21.09	21.12	21.66
2	B	12.98	13.29	13.71	14.08	14.24	14.66	15.08	15.49	15.91	16.33
	O	19.47	19.94	20.57	21.12	21.36	21.99	22.62	23.24	23.87	24.50
3	B	14.16	14.63	15.10	15.57	16.05	16.52	16.99	17.46	17.93	18.40
	O	21.24	21.95	22.65	23.36	24.08	24.78	25.49	26.19	26.90	27.60
4	B	15.89	16.42	16.95	17.48	18.01	18.54	19.07	19.60	20.13	20.66
	O	23.84	24.63	25.43	26.22	27.02	27.81	28.61	29.40	30.20	30.99
5	B	17.78	18.38	18.97	19.56	20.15	20.75	21.34	21.93	22.53	23.12
	O	26.67	27.57	28.46	29.34	30.23	31.13	32.01	32.90	33.80	34.68
6	B	19.82	20.48	21.14	21.80	22.46	23.12	23.78	24.45	25.11	25.77
	O	29.73	30.72	31.71	32.70	33.69	34.68	35.67	36.68	37.67	38.66
7	B	22.03	22.76	23.50	24.23	24.96	25.70	26.43	27.17	27.90	28.64
	O	33.05	34.14	35.25	36.35	37.44	38.55	39.65	40.76	41.85	42.96
8	B	24.39	25.21	26.02	26.84	27.65	28.46	29.28	30.09	30.90	31.72
	O	36.59	37.82	39.03	40.26	41.48	42.69	43.92	44.51	44.51	44.51
9	B	26.94	27.84	28.74	29.64	30.54	31.44	32.33	33.23	34.13	35.03
	O	40.41	41.76	43.11	44.46	44.51	44.51	44.51	44.51	44.51	44.51
10	B	29.67	30.66	31.65	32.64	33.63	34.62	35.61	36.60	37.59	38.57
	O	44.51	44.51	44.51	44.51	44.51	44.51	44.51	44.51	44.51	44.51
11	B	32.60	33.69	34.77	35.86	36.95	38.03	39.12	40.21	41.29	42.38
	O	44.51	44.51	44.51	44.51	44.51	44.51	44.51	44.51	44.51	44.51
12	B	39.07	40.38	41.68	42.98	44.28	45.59	46.89	48.19	49.49	50.80
	O	44.51	44.51	44.51	44.51	44.51	45.59	46.89	48.19	49.49	50.80
13	B	46.46	48.01	49.56	51.11	52.66	54.21	55.76	57.31	58.85	60.40
	O	46.46	48.01	49.56	51.11	52.66	54.21	55.76	57.31	58.85	60.40
14	B	54.91	56.74	58.57	60.40	62.23	64.06	65.89	67.72	69.55	71.38
	O	54.91	56.74	58.57	60.40	62.23	64.06	65.89	67.72	69.55	71.38
15	B	64.59	66.74	68.89	71.04	73.20	75.35	77.50	78.68	78.68	78.68
	O	64.59	66.74	68.89	71.04	73.20	75.35	77.50	78.68	78.68	78.68

* 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 2018 Locality Pay Area Definitions page: <http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2018/locality-pay-area-definitions/>

EXHIBIT 8

SALARY TABLE 2018-LA
INCORPORATING THE 1.4% GENERAL SCHEDULE INCREASE AND A LOCALITY PAYMENT OF 30.57%
FOR THE LOCALITY PAY AREA OF LOS ANGELES-LONG BEACH, CA
TOTAL INCREASE: 2.12%
EFFECTIVE JANUARY 2018

Hourly Basic (B) Rates by Grade and Step
Hourly Title 5 Overtime (O) Rates for FLSA-Exempt Employees by Grade and Step

Grade	B/O	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	B	\$ 11.75	\$ 12.15	\$ 12.54	\$ 12.93	\$ 13.32	\$ 13.54	\$ 13.93	\$ 14.32	\$ 14.34	\$ 14.70
	O	17.63	18.23	18.81	19.40	19.98	20.31	20.90	21.48	21.51	22.05
2	B	13.21	13.53	13.97	14.34	14.50	14.93	15.35	15.78	16.21	16.63
	O	19.82	20.30	20.96	21.51	21.75	22.40	23.03	23.67	24.32	24.95
3	B	14.42	14.90	15.38	15.86	16.34	16.82	17.30	17.78	18.26	18.74
	O	21.63	22.35	23.07	23.79	24.51	25.23	25.95	26.67	27.39	28.11
4	B	16.19	16.72	17.26	17.80	18.34	18.88	19.42	19.96	20.50	21.04
	O	24.29	25.08	25.89	26.70	27.51	28.32	29.13	29.94	30.75	31.56
5	B	18.11	18.71	19.32	19.92	20.52	21.13	21.73	22.33	22.94	23.54
	O	27.17	28.07	28.98	29.88	30.78	31.70	32.60	33.50	34.41	35.31
6	B	20.19	20.86	21.53	22.20	22.88	23.55	24.22	24.89	25.57	26.24
	O	30.29	31.29	32.30	33.30	34.32	35.33	36.33	37.34	38.36	39.36
7	B	22.43	23.18	23.93	24.67	25.42	26.17	26.92	27.67	28.41	29.16
	O	33.65	34.77	35.90	37.01	38.13	39.26	40.38	41.51	42.62	43.74
8	B	24.84	25.67	26.50	27.33	28.16	28.98	29.81	30.64	31.47	32.30
	O	37.26	38.51	39.75	41.00	42.24	43.47	44.72	45.93	47.18	48.43
9	B	27.44	28.35	29.27	30.18	31.10	32.01	32.93	33.84	34.76	35.67
	O	41.16	42.53	43.91	45.27	46.63	47.99	49.35	50.71	52.07	53.43
10	B	30.22	31.22	32.23	33.24	34.25	35.25	36.26	37.27	38.27	39.28
	O	45.33	46.33	47.33	48.33	49.33	50.33	51.33	52.33	53.33	54.33
11	B	33.20	34.30	35.41	36.52	37.62	38.73	39.84	40.94	42.05	43.16
	O	45.33	46.33	47.33	48.33	49.33	50.33	51.33	52.33	53.33	54.33
12	B	39.79	41.12	42.44	43.77	45.10	46.42	47.75	49.07	50.40	51.73
	O	45.33	46.33	47.33	48.33	49.33	50.33	51.33	52.33	53.33	54.33
13	B	47.32	48.89	50.47	52.05	53.62	55.20	56.78	58.36	59.93	61.51
	O	47.32	48.89	50.47	52.05	53.62	55.20	56.78	58.36	59.93	61.51
14	B	55.91	57.78	59.64	61.50	63.37	65.23	67.10	68.96	70.82	72.69
	O	55.91	57.78	59.64	61.50	63.37	65.23	67.10	68.96	70.82	72.69
15	B	65.77	67.96	70.15	72.35	74.54	76.73	78.68	78.68	78.68	78.68
	O	65.77	67.96	70.15	72.35	74.54	76.73	78.68	78.68	78.68	78.68

* 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 2018 Locality Pay Area Definitions page: <http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2018/locality-pay-area-definitions/>

EXHIBIT 9

JUDICIARY SALARY PLAN
Washington-Baltimore-Arlington, DC-MD-VA-WV-PA - Table DCB
28.22% Locality Payment Included
Effective January 8, 2018

Grade	1	2	3	4	5	6	7	8	9	10
1	\$24,086	\$24,893	\$25,694	\$26,490	\$27,292	\$27,760	\$28,551	\$29,351	\$29,382	\$30,134
2	\$27,081	\$27,726	\$28,623	\$29,382	\$29,715	\$30,589	\$31,464	\$32,338	\$33,213	\$34,087
3	\$29,548	\$30,533	\$31,518	\$32,502	\$33,487	\$34,472	\$35,457	\$36,441	\$37,426	\$38,411
4	\$33,172	\$34,277	\$35,382	\$36,488	\$37,593	\$38,698	\$39,803	\$40,909	\$42,014	\$43,119
5	\$37,113	\$38,351	\$39,588	\$40,825	\$42,063	\$43,300	\$44,537	\$45,775	\$47,012	\$48,249
6	\$41,369	\$42,747	\$44,126	\$45,504	\$46,882	\$48,261	\$49,639	\$51,017	\$52,396	\$53,774
7	\$45,972	\$47,504	\$49,036	\$50,569	\$52,101	\$53,633	\$55,165	\$56,698	\$58,230	\$59,762
8	\$50,912	\$52,610	\$54,308	\$56,005	\$57,703	\$59,400	\$61,098	\$62,796	\$64,493	\$66,191
9	\$56,233	\$58,108	\$59,983	\$61,857	\$63,732	\$65,606	\$67,481	\$69,355	\$71,230	\$73,105
10	\$61,926	\$63,991	\$66,055	\$68,119	\$70,184	\$72,248	\$74,312	\$76,377	\$78,441	\$80,505
11	\$68,036	\$70,304	\$72,573	\$74,841	\$77,109	\$79,377	\$81,645	\$83,914	\$86,182	\$88,450
12	\$81,548	\$84,266	\$86,984	\$89,703	\$92,421	\$95,139	\$97,858	\$100,576	\$103,294	\$106,012
13	\$96,970	\$100,203	\$103,435	\$106,668	\$109,900	\$113,132	\$116,365	\$119,597	\$122,830	\$126,062
14	\$114,590	\$118,410	\$122,230	\$126,049	\$129,869	\$133,689	\$137,508	\$141,328	\$145,148	\$148,967
15	\$134,789	\$139,282	\$143,774	\$148,267	\$152,760	\$157,253	\$161,746	\$164,200 **	\$164,200 **	\$164,200 **
16	\$158,082	\$163,352	\$168,622	\$173,892	\$174,500 *	\$174,500 *	\$174,500 *	\$174,500 *	\$174,500 *	\$174,500 *
17	\$174,500 *	\$174,500 *	\$174,500 *	\$174,500 *	\$174,500 *	\$174,500 *	\$174,500 *	\$174,500 *	\$174,500 *	\$174,500 *
18	\$174,500 *	\$174,500 *	\$174,500 *	\$174,500 *	\$174,500 *	\$174,500 *	\$174,500 *	\$174,500 *	\$174,500 *	\$174,500 *

* 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
30.57% Locality Payment Included
Effective January 8, 2018

Grade	1	2	3	4	5	6	7	8	9	10
1	\$24,528	\$25,349	\$26,165	\$26,976	\$27,792	\$28,268	\$29,074	\$29,889	\$29,920	\$30,687
2	\$27,578	\$28,234	\$29,147	\$29,920	\$30,260	\$31,150	\$32,041	\$32,931	\$33,822	\$34,712
3	\$30,090	\$31,093	\$32,095	\$33,098	\$34,101	\$35,104	\$36,107	\$37,109	\$38,112	\$39,115
4	\$33,780	\$34,905	\$36,031	\$37,156	\$38,282	\$39,407	\$40,533	\$41,658	\$42,784	\$43,909
5	\$37,793	\$39,053	\$40,313	\$41,573	\$42,833	\$44,093	\$45,353	\$46,613	\$47,873	\$49,133
6	\$42,127	\$43,531	\$44,934	\$46,338	\$47,742	\$49,145	\$50,549	\$51,952	\$53,356	\$54,760
7	\$46,815	\$48,375	\$49,935	\$51,496	\$53,056	\$54,616	\$56,176	\$57,737	\$59,297	\$60,857
8	\$51,845	\$53,574	\$55,303	\$57,032	\$58,760	\$60,489	\$62,218	\$63,947	\$65,675	\$67,404
9	\$57,264	\$59,173	\$61,082	\$62,991	\$64,900	\$66,809	\$68,718	\$70,627	\$72,536	\$74,444
10	\$63,061	\$65,164	\$67,266	\$69,368	\$71,470	\$73,572	\$75,674	\$77,777	\$79,879	\$81,981
11	\$69,283	\$71,593	\$73,903	\$76,212	\$78,522	\$80,832	\$83,142	\$85,452	\$87,761	\$90,071
12	\$83,043	\$85,811	\$88,579	\$91,347	\$94,115	\$96,883	\$99,651	\$102,419	\$105,187	\$107,955
13	\$98,747	\$102,039	\$105,331	\$108,622	\$111,914	\$115,206	\$118,497	\$121,789	\$125,081	\$128,373
14	\$116,690	\$120,580	\$124,470	\$128,359	\$132,249	\$136,139	\$140,028	\$143,918	\$147,808	\$151,698
15	\$137,259	\$141,834	\$146,409	\$150,985	\$155,560	\$160,135	\$164,200 **	\$164,200 **	\$164,200 **	\$164,200 **
16	\$160,980	\$166,346	\$171,713	\$174,500 *	\$174,500 *	\$174,500 *	\$174,500 *	\$174,500 *	\$174,500 *	\$174,500 *
17	\$174,500 *	\$174,500 *	\$174,500 *	\$174,500 *	\$174,500 *	\$174,500 *	\$174,500 *	\$174,500 *	\$174,500 *	\$174,500 *
18	\$174,500 *	\$174,500 *	\$174,500 *	\$174,500 *	\$174,500 *	\$174,500 *	\$174,500 *	\$174,500 *	\$174,500 *	\$174,500 *

* 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

PAY & LEAVE SALARIES & WAGES

2018 Locality Pay Area Definitions

Below is a list of the GS locality pay areas applicable in January 2018 and the locations composing them. Most of the locations listed are counties. The Federal Information Processing Standards (FIPS) geographic codes consist of a two-digit State and three-digit county identifier. These geographic codes are derived from the [Worldwide Geographic Location Codes](#), 1993. The only exceptions to the use of State/county codes in the locations listed below are—

- State codes are used for the Alaska and Hawaii locality pay areas, and
- State, city, and county codes also are listed for—
 - Sullivan City, MO, in the St. Louis-St. Charles-Farmington, MO-IL, locality pay area, and
 - Three duty stations representing Joint Base McGuire-Dix-Lakehurst in the New York-Newark, NY-NJ-CT-PA, locality pay area.

Note: Section 1911 of P.L. 111-84, the Non-Foreign Area Retirement Equity Assurance Act of 2009, phased in locality pay for employees in the non-foreign areas as identified in 5 C.F.R. 591.205. Alaska and Hawaii are separate locality pay areas with separate pay tables. Other non-foreign areas are included as part of the Rest of U.S. locality pay area.

- [Alaska](#)
- [Albany-Schenectady, NY](#)
- [Albuquerque-Santa Fe-Las Vegas, NM](#)
- [Atlanta--Athens-Clarke County--Sandy Springs, GA-AL](#)
- [Austin-Round Rock, TX](#)
- [Boston-Worcester-Providence, MA-RI-NH-CT-ME](#)
- [Buffalo-Cheektowaga, NY](#)
- [Charlotte-Concord, NC-SC](#)
- [Chicago-Naperville, IL-IN-WI](#)
- [Cincinnati-Wilmington-Maysville, OH-KY-IN](#)
- [Cleveland-Akron-Canton, OH](#)
- [Colorado Springs, CO](#)
- [Columbus-Marion-Zanesville, OH](#)
- [Dallas-Fort Worth, TX-OK](#)
- [Davenport-Moline, IA-IL](#)
- [Dayton-Springfield-Sidney, OH](#)
- [Denver-Aurora, CO](#)

- [Detroit-Warren-Ann Arbor, MI](#)
- [Harrisburg-Lebanon, PA](#)
- [Hartford-West Hartford, CT-MA](#)
- [Hawaii](#)
- [Houston-The Woodlands, TX](#)
- [Huntsville-Decatur-Albertville, AL](#)
- [Indianapolis-Carmel-Muncie, IN](#)
- [Kansas City-Overland Park-Kansas City, MO-KS](#)
- [Laredo, TX](#)
- [Las Vegas-Henderson, NV-AZ](#)
- [Los Angeles-Long Beach, CA](#)
- [Miami-Fort Lauderdale-Port St. Lucie, FL](#)
- [Milwaukee-Racine-Waukesha, WI](#)
- [Minneapolis-St. Paul, MN-WI](#)
- [New York-Newark, NY-NJ-CT-PA](#)
- [Palm Bay-Melbourne-Titusville, FL](#)
- [Philadelphia-Reading-Camden, PA-NJ-DE-MD](#)
- [Phoenix-Mesa-Scottsdale, AZ](#)
- [Pittsburgh-New Castle-Weirton, PA-OH-WV](#)
- [Portland-Vancouver-Salem, OR-WA](#)
- [Raleigh-Durham-Chapel Hill, NC](#)
- [Richmond, VA](#)
- [Sacramento-Roseville, CA-NV](#)
- [San Diego-Carlsbad, CA](#)
- [San Jose-San Francisco-Oakland, CA](#)
- [Seattle-Tacoma, WA](#)
- [St. Louis-St. Charles-Farmington, MO-IL](#)
- [Tucson-Nogales, AZ](#)
- [Washington-Baltimore-Arlington, DC-MD-VA-WV-PA](#)
- [Rest of U.S.](#)

Alaska

PLACE NAME	FIPS
State of Alaska	02

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Albany-Schenectady, NY
New York

Laredo, TX

PLACE NAME	FIPS
Webb County, TX	48479

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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

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Los Angeles-Long Beach, CA

PLACE NAME	FIPS
Kern County, CA	06029
Los Angeles County, CA	06037
Orange County, CA	06059
Riverside County, CA	06065

PLACE NAME	FIPS
San Bernardino County, CA	06071
Santa Barbara County, CA	06083
Ventura County, CA	06111

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Miami-Fort Lauderdale-Port St. Lucie, FL

PLACE NAME	FIPS
Broward County, FL	12011
Indian River County, FL	12061
Martin County, FL	12085
Miami-Dade County, FL	12086
Monroe County, FL	12087
Okeechobee County, FL	12093
Palm Beach County, FL	12099
St. Lucie County, FL	12111

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Milwaukee-Racine-Waukesha, WI