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13 Attorneys for PLAINTIFF KATHERINE HARRIS,
14 on behalf of herself and other aggrieved employees

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

17 KATHERINE HARRIS, on behalf of herself
18 and all other aggrieved employees,

19 PLAINTIFF,

20 vs.

21 PLATINUM CLEANING OF
22 INDIANAPOLIS, LLC; and DOES 1 to
23 100, inclusive,

24 DEFENDANTS.

Case No.: 21STCV32089
[Unlimited Jurisdiction - PAGA]

[ASSIGNED FOR ALL PURPOSES TO THE
HON. THERESA M. TRABER, DEPT. 47]

**DECLARATION OF MELISSA A.
HUETHER IN SUPPORT OF JOINT
STIPULATION REQUESTING
APPROVAL OF SETTLEMENT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
("PAGA")**

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1 Lavi and I have tried labor and employment cases in California state and federal courts.
2 Additionally, Mr. Lavi has argued before various Court of Appeals, on employment issues such as
3 validity of Arbitration Agreements, Application of Res Judicata in class action cases as well as other
4 employment issues. Mr. Lavi has also been a panelist and/or speaker for various Employment Law
5 Continuing Legal Education Panels on issues of employment law trials, how to proceed and conduct
6 trials as well as proving and winning punitive damages. Mr. Lavi has been named a Southern
7 California Super Lawyer in Plaintiff's employment litigation-class action from 2011-2022. Mr.
8 Lavi and I have settled numerous wage and hour class actions and we are currently Plaintiff's
9 counsel in numerous others. Some of the class actions that Mr. Lavi has handled against employers
10 on wage and hour issues and have been approved as class counsel consisted of Kaiser Permanente
11 which settled for \$6,510,000.00; Hustler Casino which settled for \$980,000.00; Chevron Stations
12 Inc., which settled for \$4,500,000.00; Commerce Casino which settled for \$1,575,000.00; BP West
13 Cost Products, which settled for \$4,000,000.00; Kaiser Permanente which settled for \$3,600,000.00,
14 Fuddruckers (as lead counsel) which settled for \$900,000.00; Movado Retail Group, Inc. (as lead
15 counsel) which settled for \$728,000.00, Chuck-E-Cheese's (as lead counsel) which settled for
16 \$1,900,000.00; Aero-Electric Connector, Inc. (as lead counsel) which settled for \$1,500,000.00;
17 Clougherty Packing, LLC (as lead counsel) which settled for \$4,250,000.00; and Gruma
18 Corporation (as lead counsel) which Defendant's petition to the United States Supreme Court in the
19 matter was denied and the matter settled for \$2,300,000.00. There are numerous other class actions
20 that Mr. Lavi and I have settled as well as pending ones. We have been approved as class counsel
21 by both federal and state Courts. Mr. Lavi, myself, and the other attorneys of Lavi & Ebrahimian
22 who are available to assist us in this case if needed, are fully capable of adequately and fairly
23 representing Plaintiff and the proposed class in this matter. Lavi & Ebrahimian, LLP, has been
24 appointed Class Counsel in over fifty contested proceedings including 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.
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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. On August 30, 2021, Plaintiff filed a representative PAGA action complaint alleging
6 a single claim pursuant to PAGA for the following claims against Defendant: (1) failure to pay
7 wages for all hours worked at the legal minimum wage; (2) failure to pay wages for all overtime
8 hours worked at the overtime rate of pay; (3) failure to pay wages to hourly non-exempt employees
9 to compensate them for workdays Defendant failed to provide legally required and compliant meal
10 periods; (4) failure to pay wages to hourly non-exempt employees to compensate them for workdays
11 Defendant failed to provide legally required and compliant rest periods; (5) failure to issue payment
12 of wages due in a legally permissible manner; (6) failure to timely pay earned wages during
13 employment; (7) failure to provide complete and accurate wage statements; and (8) failure to pay
14 all wages due and owing upon separation of employment ("the Action").

15 9. Following the filing of the actions, counsel for the Parties met and conferred with
16 respect to the potential settlement of the action. Pursuant to these discussions, the Parties agreed to
17 exchange informal discovery and engage in private mediation. The Parties subsequently exchanged
18 informal discovery, including: a representative sampling of the timekeeping and payroll records of
19 the PAGA Group; information and documentation concerning the claims set forth in the Action,
20 such as Defendant's employee handbooks and policies and procedures regarding the payment of
21 wages, meal breaks, and time keeping; information regarding the number of putative PAGA Group
22 members and the number of current versus former employees; and the number and frequency of pay
23 periods worked by the PAGA Group.

24 10. Plaintiff and Plaintiff's Counsel have engaged in good faith, arms-length
25 negotiations. On April 26, 2022, the Parties participated in a mediation before mediator Hon. Lisa
26 Cole. and reached a resolution of this matter after a mediator's proposal, subject to the Approval of
27 the Court, and finalization of a formal Joint Stipulation of Settlement of PAGA Action. The Parties
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1 have now entered into a more detailed, formalized Settlement Agreement for submission to the
2 Court for Approval.

3 11. Thereafter, the Parties negotiated and finalized the terms of a settlement
4 memorialized in a long-form Joint Stipulation of Settlement of PAGA Action. A true and correct
5 copy of the fully executed Settlement Agreement is attached hereto as **Exhibit 1**.

6 **REASONABLENESS OF THE SETTLEMENT**

7 12. In evaluating the reasonableness of the Settlement in this case, our co-counsel and
8 our office thoroughly evaluated the merits of this case and considered the nature and purpose of
9 PAGA as well as comparable PAGA settlements reached by our firm, and those obtained by other
10 firms.

11 13. Here, the penalties are appropriate in light of the underlying principles of PAGA,
12 i.e., “to ensure that settlements involving penalties arising out of Labor Code Section 2699 do not
13 undercut the dual statutory purposes of punishment or deterrence, or result in unjust, arbitrary, and
14 oppressive, or confiscatory settlements.” (See July 29, 2004, Letter by Senator Dunn to the President
15 Pro Tem of the Senate Re SB 1809). The non-reversionary Settlement Amount of \$269,000.00
16 represents an excellent recovery that is large enough to punish or deter Defendants. The proposed
17 Settlement provides a fair and reasonable monetary recovery for the LWDA, should the Court so
18 elect, the Aggrieved Employees in the face of hotly disputed claims.

19 14. Based on the informal discovery produced by Defendant, during the period from June
20 23, 2020, to the date of mediation, Defendant employed approximately 557 aggrieved employees
21 over the course of approximately 14,099 pay periods. Based on the data, the **maximum** exposure
22 for the PAGA claims amounted to approximately \$11,928,450, assuming a violation could **be**
23 **proven every pay period**. This amount was calculated based on the PAGA penalty calculation
24 formula - (Initial violation penalty x total number of employees in the one-year PAGA period) +
25 (subsequent violation penalty x [total number of pay periods in the one-year period – total number
26 of employees in the one-year PAGA period]) as follows:

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1 a. Off-the-Clock Work (Minimum Wage and Overtime Wages)

2 15. Plaintiff alleged that Defendant failed to compensate employees for all hours worked
3 due to policies, practices, and/or procedures. Plaintiff alleged that Defendant required she and other
4 aggrieved employees to arrive early for the start of their shifts and line up and wait to undergo and
5 then undergo off the clock COVID-19 related temperature checks and complete COVID-19 medical
6 questionnaires prior to being permitted to clock in for their shifts. Further, Plaintiff alleged that
7 Defendant automatically deducted 30 minute meal periods regardless of whether a compliant meal
8 period was actually taken. Based on these allegations, Plaintiff alleged violations of the minimum
9 and overtime wage provisions of the Labor Code.

10 16. The maximum penalty for the aggrieved employees for minimum wage violations is
11 as follows: (557 employees X \$100 initial violations = \$55,700) + ([14,099 pay periods – 557
12 employees = 13,542 X \$100/subsequent violations = \$1,354,200) = \$1,409,900. [Penalty Amounts
13 set by Lab. Code, § 558, subds. (a)(1)-(2).].

14 17. The maximum penalty for the aggrieved employees for overtime wage violations is
15 as follows: (557 employees X \$100 initial violations = \$55,700) + ([14,099 pay periods – 557
16 employees = 13,542 X \$100/subsequent violations = \$1,354,200) = \$1,409,900 [Penalty Amounts
17 set by Lab. Code, § 558, subds. (a)(1)-(2)]. Minimum and overtime wage violations total
18 \$2,819,800.

19 b. Meal Break Violations

20 18. Plaintiff also alleged that Defendant failed to properly provide Plaintiff and other
21 aggrieved employees with 30-minute meal periods when they worked shifts over ten (10) hours.
22 Plaintiff also alleged that Defendant automatically deducted 30 minute meal periods regardless of
23 whether a compliant meal period was actually taken.

24 19. The maximum penalty for the aggrieved employees is as follows: (557 employees X
25 \$100 initial violations = \$55,700) + ([14,099 pay periods – 557 employees = 13,542 X
26 \$200/subsequent violations = \$2,708,400) = \$2,764,100. [Penalty Amounts set by Lab. Code, §
27 2699, subd. (f)(2)].
28

1 c. Payment of Wages in an Impermissible Manner

2 20. Plaintiff also alleged that Defendant failed to pay wages in a legally permissible
3 manner. Plaintiff alleged that Defendant paid wages to Plaintiff and others aggrieved on a prepaid
4 debit card where the funds were only accessible if a service charge or fee was paid by Plaintiff or
5 the aggrieved. Defendant did not provide reimbursement of the fees or charges.

6 21. The maximum penalty for the aggrieved employees for overtime wage violations is
7 as follows: (557 employees X \$100 initial violations = \$55,700) + ([14,099 pay periods – 557
8 employees = 13,542 X \$200/subsequent violations = \$2,708,400) = \$2,764,100 [Penalty Amounts
9 set by Lab. Code, § 210, subds. (a)(1)-(2)].

10 22. Wage Statements: 14,099 pay periods X \$250 = \$3,524,750. [Penalty Amounts set
11 by Lab. Code, § 226.3.]

12 23. Waiting Time Penalties: 557 employees X \$100 initial violations = \$55,700 [Penalty
13 Amounts set by Lab. Code, § 2699, subd. (f)(2).]

14 24. Plaintiff also alleged that Defendant failed to provide complete wage statement and
15 waiting time penalty and failure to pay final wages due at termination or separation (derivative of
16 the aforementioned Labor Code violations). However, since PAGA cases rarely, if ever, settle for a
17 significant fraction of multiple “stacked” PAGA penalties, but typically resolve for a reasonable
18 fraction of the unstacked PAGA exposure, Plaintiff did not include the potential exposure for these
19 additional bases in the total potential recovery.¹

20 25. Defendant, however, have compelling arguments in defense of Plaintiff’s claims for
21 civil penalties pursuant to PAGA. Defendant’s defenses to Plaintiff’s claims were as follows:

22 26. With regard to Plaintiff’s minimum wage and overtime wage claims, Defendant
23 contended that it properly paid wages for all hours worked and any unpaid work was undertaken
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25 ¹ Some federal district courts have found that “stacking” of PAGA civil penalties may be permitted. See *Schiller v.*
26 *David’s Bridal, Inc.* (E.D. Cal. July 14, 2010, 2010 WL 2793650 at *6 (in order denying motion for remand, court
27 observed “Plaintiff cites no authority establishing that PAGA penalties could not be awarded for every cause of action
28 under which they are alleged”); *Smith v. Brinker Int’l, Inc.* (N.D. Cal. May 5, 2010, 2010 WL 1838726 at **2-6 (stacking
PAGA penalties when calculating amount in controversy.) However, these decisions were issued before the Ninth
Circuit’s opinion in *Baumann*, which precludes the aggregation of PAGA penalties for purposes of removal. See
Baumann v. Chase Inv. Servs. Corp., 747 F.3d 1117 (9th Cir. 2014). It is an open question.

1 without the consent or permission of Defendant. Defendant could argue that any time spent off the
2 clock completing COVID related temperature checks or health screenings was de minimis and
3 therefore unpaid. With regard to Plaintiff's meal period claim, Defendant argued that its meal period
4 policies during the relevant time period were legally compliant and that any violation of California
5 meal break law was at the volition of the aggrieved employees and not the result of an unlawful
6 policy of Defendant. Further, Defendant would likely also argue that it properly deducted meal
7 periods each day because meal periods were required to be taken and if a meal period was not taken,
8 the aggrieved employee should have advised Defendant of such. With respect to Plaintiff's claim
9 regarding being paid wages in an impermissible manner, Defendant would likely argue that the
10 aggrieved employees were not required to use the debit card and could have received their wages in
11 another manner. Regarding Plaintiff's wage statement and waiting time claims, because they were
12 wholly derivative of the Plaintiff's primary claims, as explained above, they would fail for the same
13 reasons.

14 27. Defendant may argue that a significant factor in evaluating the value of a PAGA-
15 only case is that all PAGA awards are discretionary and subject to potentially significant reduction
16 by the Court. Defendant maintains that given their good faith attempts to comply with the Labor
17 Code, and *de minimis* defenses, this Court would exercise its discretion to substantially reduce any
18 PAGA penalties if it were to find Defendant liable for any of Plaintiff's claims. *Id.* See also, Labor
19 Code §§ 203, 2699(e)(2); *Thurman v. Bayshore Transit Mgmt., Inc.* (2012) 203 Cal.App.4th 1112,
20 1135 (affirming reduction of PAGA penalties for wage statement violations from \$2,800,000 to
21 \$500,000, because "the aggrieved employees suffered no injury" as a result of the violations, the
22 defendants "were not aware" their wage statements violated the law, and the defendants "took
23 prompt steps to correct all violations once notified."); *Fleming v. Covidien, Inc.* (C.D. Cal. Aug. 12,
24 2011, No. (OPX)) 2011 WL 7563047, at *4 (reducing PAGA penalties from \$2.8 million to
25 \$500,000).

26 28. Importantly, Defendant could argue, PAGA does not permit an unmanageable trial.
27 As the California Supreme Court has explained, the requirement for manageability of individualized
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1 issues at trial is rooted in due process concerns. *Duran v. U.S. Bank Nat’l Assn.* (2014) 59 Cal. 4th
2 1, 29, 35 (explaining manageability “principles derive from both class action rules and principles of
3 due process” and noting manageability is not limited to class certification and that “the court’s
4 obligation to manage individual issues does not disappear”). The California Supreme Court
5 acknowledged in *Williams v. Superior Court* (2017) 3 Cal. 5th 531, that trials of PAGA claims must
6 be manageable. *Williams*, 3 Cal. 5th at 559 (acknowledging manageability requirements generally
7 apply in PAGA actions by explaining that “proof of a uniform policy is one way a plaintiff might
8 seek to render trial of the action manageable”). *Accord Esparza v. Safeway, Inc.* (2019) 36 Cal. App.
9 5th 42, 50 (2019) (noting role trial plans have in addressing manageability of non-class, PAGA
10 actions; explaining plaintiffs “filed a PAGA trial plan narrowing their PAGA cause of action”). The
11 PAGA Group consists of multiple job categories, in multiple departments, with multiple job
12 functions. Defendant argued that there was wide variation in practices between each job category
13 and therefore a PAGA trial would not be manageable.

14 29. Finally, Defendant may also argue that any potential exposure for PAGA penalties
15 would be limited. Defendant argued that even if Plaintiff prevailed, the recoverable penalties under
16 PAGA are minimal. First, as mentioned above, courts to consider the issue have refused to “stack”
17 PAGA penalties. *See Carrington v. Starbucks Corporation* (Cal. Ct. App. Nov. 27, 2018) No.
18 D072392 (published Dec. 19, 2018) (approving PAGA penalty reduction to \$5 per pay period);
19 *accord Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809. Moreover, Defendant may argue that
20 Plaintiff is not entitled to recover PAGA penalties at the subsequent violation rate of \$200 per pay
21 period. California’s appellate courts have held that “[u]ntil the employer has been notified that it is
22 violating a Labor Code provision (whether or not the commissioner or court chooses to impose
23 penalties), the employer cannot be presumed to be aware [of the violation]” and therefore, until a
24 Court or the Commissioner issues a finding of a violation, the initial \$100 violation rate applies for
25 each pay period in which the alleged violation occurred. *Amaral v. Cintas Corp. No. 2* (2008) 163
26 Cal.App.4th 1157, 1209; *accord Amalgamated Transit Union Local 1309 v. Laidlaw Transit*
27 *Service, Inc.* (S.D. Cal. Aug. 10, 2009) 2009 WL 2448430, at *9 (“[u]nder California law, courts
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1 have held that employers are not subject to heightened penalties for subsequent violations unless
2 and until a court or commissioner notifies the employer that it is in violation of the Labor Code”).
3 Thus, Defendant may argue that even if the Plaintiff was able to establish any violation of the Labor
4 Code, the PAGA penalties assessed for these violations will be computed at the \$100 rate, as
5 opposed to the \$100 and \$200 per pay period rate at maximum, and there is a likelihood that a further
6 reduction of the penalty to \$5 per pay period as approved in *Carrington* would apply given
7 Defendant’s compliance with the Labor Code as discussed above. Therefore, Defendant could argue
8 that more likely maximum value of the claims would be closer to **\$1,409,900** (\$100 initial penalty
9 x 14,099 pay periods).

10 30. Therefore, the realistic value of the PAGA claims amounted to approximately
11 \$1,409,900. The settlement reached in this matter was \$269,000 or approximately 19% of the
12 realistic value in this case.

13 31. In light of the foregoing, Plaintiff’s counsel took into consideration the defenses
14 raised and applied the appropriate discounts to arrive at a reasonable settlement amount.

15 32. In further support of the Settlement’s reasonableness, the scope of the release of the
16 PAGA Settlement is necessarily strictly confined to those PAGA civil penalties asserted in the
17 Action or any other claims, under PAGA only, that could have been asserted in the Action for PAGA
18 only based on the facts alleged, including but not limited to any and all claims for PAGA penalties
19 for violations of the California Labor Code governing: minimum wage, overtime wages, meal
20 breaks, rest breaks, failure to timely pay wages, failure to provide wage statements, and failure to
21 timely pay wages upon separation of employment.

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

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

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

14 ATTORNEYS' FEES

15 36. Under the terms of the Settlement Agreement, Plaintiff's Counsel is requesting
16 \$94,150 in attorney's fees. This amount is equal to approximately 35% of the \$269,000 agreed upon
17 by the parties as the Settlement Amount.

18 37. California state and federal courts have recognized that in actions creating a common
19 fund benefiting others as well as a plaintiff, an appropriate method for determining an award of
20 attorneys' fees is based on a percentage of the total value of benefits provided by the litigation.
21 (*Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th 480, 497-499, 503-506; *Serrano v. Priest* (1977)
22 20 Cal.3d 25, 34; *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478; *Vincent v. Hughes Air West,*
23 *Inc.* (9th Cir. 1977) 577 F.2d 759, 769.) Such "fee spreading" assures that all those benefited by the
24 litigation pay their fair share of obtaining the recovery. (*Lealao v. Beneficial Calif., Inc.* (2000) 82
25 Cal.App.4th 19, 26.)

26 38. In *Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th 480, a wage and hour class action
27 wherein Counsel obtained a \$19 million non-reversionary settlement on behalf of the class, the
28

1 California Supreme Court approved the use of the percentage of fund or common fund method to
2 award one-third of the settlement amount or \$6,333,333.33 to Counsel for attorneys' fees. The Court
3 stated:

4 Whatever doubts may have been created by *Serrano III*, supra, 20 Cal.3d
5 25, [], or the Court of Appeal cases that followed, we clarify today that use
6 of the percentage method to calculate a fee in a common fund case, where
7 the award serves to spread the attorney fee among all the beneficiaries of
8 the fund, does not in itself constitute an abuse of discretion. We join the
9 overwhelming majority of federal and state courts in holding that when class
10 action litigation established a monetary fund for the benefit of the class
11 members, and the trial court in its equitable powers awards Counsel a fee
12 out of that fund, the court may determine the amount of a reasonable fee by
13 choosing an appropriate percentage of the fund created. The recognized
14 advantages of the percentage method - including relative ease of
15 calculation, alignment of incentives between counsel and the class, a better
16 approximation of market conditions in a contingency case, and the
17 encouragement it provides counsel to seek an early settlement and avoid
18 unnecessarily prolonging the litigation [] convince us the percentage
19 method is a valuable tool that should not be denied our trial courts. (*Laffitte*,
20 1 Cal.5th at 503.)

21 39. Under the "common fund" doctrine, "a litigant or a lawyer who recovers a common
22 fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's
23 fee from the fund as a whole." (*Boeing*, 444 U.S. at 478.) The Supreme Court explained: "The
24 doctrine rests on the perception that persons who obtain the benefit of a lawsuit without contributing
25 to its costs are unjustly enriched at the successful litigants' expense. Jurisdiction over the fund
26 involved in the litigation allows a court to prevent this inequity by assessing attorney's fees against
27 the entire fund, thus spreading fees proportionately among those benefitted by the suit." (*Id.*) Thus,
28 the common fund doctrine ensures that each beneficiary of the settlement contributes
29 proportionately to the payment of the attorneys' fees recovered from monetary payments that the
30 prevailing party recovered in the lawsuit. (*Stanton v. Boeing* (9th Cir. 2003) 327 F.3d 938, 967,
31 citing *Wininger v. SI Mgmt. L.P.* (9th Cir. 2002) 301 F.3d 1115.)

32 40. In common fund cases, the percentage approach is preferable to the lodestar because:
33 (1) it aligns the interests of Counsel and absent class members; (2) it encourages efficient resolution
34 of the litigation by providing an incentive for early, yet reasonable, settlement; and (3) it reduces

1 the demands on judicial resources. (*Laffitte*, 1 Cal.5th at 486-487; see *Lealao*, 82 Cal.App.4th at 31
2 n.5 citing *In re Activision Sec. Litig.* (N.D. Cal 1989) 723 F. Supp. 1373, 1375, 1378-79.)

3 41. A percentage of the common fund is appropriate here given that PAGA actions are
4 on behalf of a large number of aggrieved employees, similar to a class action. As noted above in
5 *Laffitte*, this method is preferred to the lodestar method. Plaintiff's counsel has been acting on behalf
6 of the aggrieved employees for a significant amount of time on a contingent fee basis and has
7 achieved a positive result for both the group of aggrieved employees and the State of California.
8 The settlement was reached quickly efficiently which has resulted in less of the Court's resources
9 being used to litigate the action. The lodestar (described below) is merely a cross check on the
10 reasonableness of the percentage sought.

11 42. Furthermore, California appellate courts, while not expressly announcing a
12 "benchmark," have instead found fees in the thirty-five (35%) percent range appropriate. (See,
13 *Laffitte II*, 1 Cal.5th at 506 (affirming award of 33% of the common fund); *Chavez v. Netflix, Inc.*
14 (2008) 162 Cal.App.4th 43, 66 n.11 (2008)("[e]mpirical studies show that, regardless whether the
15 percentage method or the lodestar method is used, fee awards in class actions average around one-
16 third of the recovery"); *Laffitte v. Robert Half Intern. Inc.* (2014) 180 Cal.Rptr.3d 136, 149 ("the
17 trial court's use of a percentage of 33 1/3 percent of the common fund is consistent with, and in the
18 range of, awards in other class action lawsuits.") Among other things, a 35% award is appropriate
19 because "the amount of attorney's fees typically negotiated in comparable litigation should be
20 considered in the assessment of a reasonable fee in representative actions Given the unique
21 reliance of our legal system on private litigants to enforce substantive provisions of law through
22 class ... actions, attorneys providing the essential enforcement services must be provided incentives
23 roughly comparable to those negotiated in the private bargaining that takes place in the legal
24 marketplace, as it will otherwise be economic for defendants to increase injurious behavior." *Lealao*
25 *v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 47 (emphasis added). Here, the legal
26 marketplace for PAGA only settlements that result in a common fund provide for a fee award in the
27 range of 35%.

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

- 3 a. Reviewing Plaintiff's documents, speaking to Plaintiff, preparing the Notice
4 to the LWDA, drafting and preparing the complaint, and legal research into
5 the viability of Plaintiff's claims;
- 6 b. Reviewing and researching Defendant's Answer;
- 7 c. Reviewing data and documents produced in informal discovery by
8 Defendant;
- 9 d. Preparing for and attending mediation;
- 10 e. Preparing the Settlement Agreement and moving papers for approval;
- 11 f. Negotiating and corresponding with Defendant's counsel in reaching the
12 settlement at issue before the Court; preparing and appearing for approval.

13 44. Mr. Lavi and I and other attorneys at Lavi & Ebrahimian made every effort to litigate
14 this action in an efficient and cost-effective manner. Given his years of experience, his trial and
15 appellate experience, and the focus of his practice, if Mr. Lavi were to charge for his type of work
16 by the hour, his current hourly rate would be \$925 per hour. My hourly rate would be \$575 per hour.
17 This rate is the firm's current billing rate and is supported by the extensive and specialized
18 experience in these types of cases and recognized expertise described. I have personal knowledge
19 of the hourly rates charged by other attorneys with comparable experience to both Mr. Lavi's and
20 mine. Based on that information, I believe that our rates are fully consistent with the market rate
21 for attorneys with comparable expertise, experience and qualifications. Based on the information I
22 have, I further believe that our rates are reasonable and appropriate fees for Los Angeles attorneys
23 with comparable expertise, experience, and qualifications.

24 45. I have spent at least 21.5 hours on this matter for a lodestar amount of at least
25 \$12,362.00 (21.5 hours x \$575 hourly rate). I graduated from the Loyola Law School, Los Angeles
26 in 2017 and have been practicing law since December 2017. Given my experience and the focus of
27 my practice, if I were to charge for my type of work by the hour my rate would be \$575 per hour. A
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1 \$575 rate is warranted based on my years of experience in a highly specialized area of law and is in
2 line with the Laffey Matrix. (Huether Decl. Ex. 6 available at
3 <http://www.laffeymatrix.com/see.html>.) California Courts have applied the Laffey Matrix with
4 adjustments to the specific California locality where the Counsel's office is located based on
5 "Locality Pay Tables." (*Syers Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691, 695-696
6 [affirming fee award based on Laffey Matrix with upward 9 percent rate adjustment from D.C. area
7 compared to San Francisco Bay Area based on Locality Pay Tables]; *In re HPL Techs., Inc., Secs.*
8 *Litig.* (N.D. Cal. April 22, 2005, No. C-02-3510 VRW) 365 F.Supp.2d 912, 921-922 [using Laffey
9 Matrix with upward adjustment of 9 percent for San Francisco based on difference between D.C.
10 Area 's +15.98 locality pay compared to San Francisco's +26.39 percent locality pay differential
11 from the federal courts' "Judiciary Salary Plan Pay Tables."].) Here, Plaintiffs' Counsels' offices
12 are located in Los Angeles County. For 2018, the Locality Pay Tables (and Judiciary Salary Plan
13 Pay Tables referred to in *In re HPL Techs., Inc.*), state a 2.35 percent increase for the Los Angeles-
14 Long Beach, CA area which includes the following counties: Kern County, Los Angeles County,
15 Orange County, Riverside County, San Bernardino County, Santa Barbara County, and Ventura
16 County. (Ex. 7, 8 [2018 Locality Pay Tables for Washington-Baltimore-Arlington and Los Angeles-
17 Long Beach, CA available at [https://www.opm.gov/policy-data-oversight/pay-leave/salaries-](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2018/general-schedule/)
18 [wages/2018/general-schedule/](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2018/general-schedule/)]; Ex. 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 46. Over the course of action, I am informed that Mr. Lavi has spent at least 27.7 hours
2 on this matter for a lodestar amount of at least \$25,622.50.

3 47. I am also informed that Vincent C. Granberry has spent numerous hours working on
4 this matter. Mr. Granberry graduated from Sandra Day O'Connor College of Law at Arizona State
5 University in 2010. Mr. Granberry has been in practice since 2011 and with the law firm of Lavi &
6 Ebrahimiian, LLP since April 2014, focusing almost exclusively in the area of employment law.
7 Over the last nine years, his practice has focused nearly exclusively on wage and hour class action
8 litigation with a handful of consumer class actions. Super Lawyers Magazine has selected him as a
9 Southern California Rising Star in 2016 through 2022 and as a Super Lawyers Rising Star Up-And-
10 Coming 100 in my field in 2018, 2020, 2021, and 2022. Mr. Granberry has spent at least 14.6 hours
11 working on this matter and at his rate of \$675 an hour, his total lodestar is \$9,855.00.

12 48. I have also reviewed the files and billable records for Kevin Farnan, a former attorney
13 of Lavi & Ebrahimiian, LLP, in this matter and Mr. Farnan spent approximately 20.3 hours litigating
14 this matter. Mr. Farnan is no longer an associate with our firm. I am aware he graduated from the
15 Loyola Law School, Los Angeles and has been licensed to practice law since 2019. Mr. Farnan's
16 unadjusted lodestar in this matter is \$9,1350.00 (20.3 x \$450 = \$9,135.00). If Mr. Farnan were to
17 charge a rate for this type of work by the hour, given his experience, his current hourly rate is \$450
18 per hour.

19 49. I have also reviewed the files and billable records for Pooja V. Patel, a former
20 attorney of Lavi & Ebrahimiian, LLP, in this matter and Ms. Patel spent approximately 8.4hours
21 litigating this matter. Ms. Patel is no longer an associate with our firm. I am aware she graduated
22 from the Case Western Reserve University School of Law and has been licensed to practice law
23 since 2017 in California and was previously admitted to practice in Ohio in 2015. Ms. Patel's
24 unadjusted lodestar in this matter is \$5,040.00 (8.4 x \$600 = \$5,040.00). If Ms. Patel were to charge
25 a rate for this type of work by the hour, given her experience, her current hourly rate is \$600 per
26 hour.

27 ///

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1 50. Therefore, collectively counsel's lodestar amounts to \$62,015.00 which exceeds the
2 attorneys' fees requested and allocated in the settlement of \$94,150.00. Applying a modest
3 multiplier of 1.6 brings counsel's weighted lodestar to \$99,224 which exceeds Plaintiff's request. A
4 multiplier of 1.6 is appropriate to account for the successful result in the action and to compensate
5 plaintiffs and their counsel for the contingent risk assumed by counsel and delay in receiving fees.

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

14 52. Moreover, the case involved significant risks of non-payment of attorneys' fees and
15 non-recovery of costs if the settlement was not granted approval, or of Plaintiff did not prevail.
16 California courts consider the risks counsel takes in litigating a case where they may not prevail on
17 the merits in granting attorneys' fees awards. *See Graham v. Daimler Chrysler Corp.*, 34 Cal.4th
18 553, 583 (Cal. 2004). Thus, not only are Plaintiff's Counsel's rates reasonable and typical, but the
19 attorneys' fees requested are also fair and reasonable.

20 53. The factors to consider in determining the multiplier include: (1) time and labor
21 required; (2) contingent nature of the fee agreement; (3) whether litigation precluded other
22 employment by the attorneys; (4) the experience, reputation, and ability of the attorneys who
23 performed the services, and the skill displayed; (5) the amount involved and the results obtained;
24 and (6) the informed consent of the client to the fee agreement. (See *Serrano v. Priest*, 20 Cal. 3d at
25 49; *Dunk*, 48 Cal.App.4th at 1810 n.21; *Glendora Commonwealth. Redev. Agency v. Demeter* (1984)
26 155 Cal.App.3d 465, 474.). In counsel's experience, the risks of prosecuting a representative or class
27 action case such as this are significant. Plaintiff's counsel has expended time in the prosecution of
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1 this litigation on a contingency basis without any direct compensation and having advanced
2 litigation costs, carrying the risk that this time and the current out-of-pocket costs would be lost if
3 the case were not resolved successfully. Further, as a relatively small law firm, Class Counsel can
4 only properly litigate a limited number of cases at one time. The professional demands of this case
5 were not insignificant. Class Counsel was necessarily precluded from working on other cases while
6 working on this case. Therefore, Plaintiff's request of attorneys' fees with a modest lodestar
7 multiplier is reasonable and should be awarded.

8 **COSTS**

9 54. Our firm maintains all records regarding costs expended on each case. I have
10 reviewed the records of costs expended in this matter. According to our records, our firm has
11 incurred \$12,191.06 in costs in this matter at this time. This amount includes, but is not limited to,
12 costs associated with the costs associated with filing of the papers filed and responded to in this
13 matter, LA Court Connect appearances, expert witness, and mediation. Therefore, the total costs
14 incurred of \$12,191.06, which is less than the Parties agreed Plaintiff's Counsel could seek in the
15 Settlement Agreement and will result in an increase in the Net Settlement Amount payable to the
16 State of California and Aggrieved Employees. Attached as **Exhibit 2** is a true and correct record of
17 the costs incurred to date by Lavi & Ebrahimian, LLP.

18 **SUBMISSION TO THE LWDA**

19 55. The Settlement was submitted to the LWDA in accordance with Labor Code §
20 2699(1)(2). The proof of electronic submission is attached hereto as **Exhibit 3**.

21 **EXHIBITS**

22 56. Attached as Exhibit 1 to this declaration is a true and correct copy of the operative
23 settlement agreement.

24 57. Attached as Exhibit 2 to this declaration is a true and correct copy of the Lavi &
25 Ebrahimian Costs.

26 58. Attached as Exhibit 3 to this declaration is a true and correct copy electronic
27 submission confirmation from the LWDA.

59. 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.

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

61. 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>.

62. Attached as Exhibit 7 to this declaration is a true and correct copy of the 2020 Locality Pay Table for Washington-Baltimore-Arlington available at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2018/general-schedule/>.

63. Attached as Exhibit 8 to this declaration is a true and correct copy of the 2020 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/>.

64. 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>.

65. 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>.

66. Attached as Exhibit 11 to this declaration is a true and correct copy of 2020 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/2020/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 28th day of April 2023, at Beverly Hills, California.

Melissa Yutkin

Melissa A. Huether

EXHIBIT 1

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Attorneys for Defendant, Platinum Cleaning of Indianapolis, LLC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT

KATHERINE HARRIS, on behalf of
herself and other aggrieved employees,

Plaintiff,

vs.

PLATINUM CLEANING OF
INDIANAPOLIS, LLC; and DOES 1 to 100,
inclusive,

Defendants.

CASE NO. 21STCV32089
[Unlimited Jurisdiction - PAGA]

[ASSIGNED FOR ALL PURPOSES TO THE
Theresa M. Traber, Dept. 47]

**JOINT STIPULATION OF SETTLEMENT
OF PAGA ACTION**

Complaint: August 30, 2021
Trial Date: None Set

1 This Joint Stipulation of Settlement of PAGA Action is made by and between the
2 Plaintiff, Katherine Harris ("Plaintiff"), on her own behalf and on behalf of all members of the
3 PAGA Group, as defined below, on the one hand, and Platinum Cleaning of Indianapolis, LLC
4 ("Defendant") on the other hand (collectively the "Parties"), in the lawsuit entitled *Katherine*
5 *Harris, on behalf of herself and others similarly situated v. Platinum Cleaning of Indianapolis,*
6 *LLC, and Does 1 to 100*, filed in Los Angeles County Superior Court, Case No. 21STCV32089.
7 This Joint Stipulation of Settlement of PAGA Action resolves all claims that were asserted or
8 could have been asserted against Defendants arising out of the facts alleged in the Action.

9 **I. DEFINITIONS**

10 **A. Action.** The term "Action" as used herein means the action entitled *Katherine*
11 *Harris, on behalf of herself and others similarly situated v. Platinum Cleaning of Indianapolis,*
12 *LLC, and Does 1 to 100*, filed in Los Angeles County Superior Court, Case No. 21STCV32089.

13 **B. Administrative Costs** means all administrative costs of settlement, including
14 cost of notice to the PAGA Group, administration, and any fees and costs incurred or charged
15 by the Settlement Administrator in connection with the execution of its duties under this Joint
16 Stipulation of Settlement of PAGA Action.

17 **C. Agreement.** The terms "Agreement" or "Settlement Agreement" are used
18 synonymously herein to mean this Joint Stipulation of Settlement of PAGA Action for purposes
19 of resolution.

20 **D. Court.** The term "Court" as used herein means the Superior Court of the State
21 of California for the County of Los Angeles.

22 **E. Date of Approval.** The terms "Date of Approval" or "Approval" as used herein
23 mean the date the Court enters an order granting approval of this Settlement Agreement.

24 **F. Defendant.** The term "Defendant" as used herein means: Platinum Cleaning of
25 Indianapolis, LLC.

26 **G. Defense Counsel.** The term "Defense Counsel" as used herein means:
27 LIGHTGABLER who are counsel for and acting on behalf of Defendant.

28 **H. Enhancement Award.** The term "Enhancement Award" means an award in the

X.K.N.

1 amount of Two Thousand Five Hundred Dollars (\$2,500.00) as a payment to Plaintiff for her
2 time and effort in bringing this litigation to which Defendant will not object.

3 **I. LWDA.** The term "LWDA" means the Labor Workforce Development Agency.

4 **J. LWDA Payment.** The term "LWDA Payment" as used herein means seventy-
5 five percent (75%) of the Net Settlement Amount which will be distributed to the LWDA in
6 accordance with California Labor Code section 2699(i).

7 **K. Net Settlement Amount.** The term "Net Settlement Amount" as used herein
8 means the Gross Settlement Amount minus any award of attorneys' fees and litigation costs,
9 Plaintiff's Enhancement Award, and Administrative Costs.

10 **L. Net Settlement Payments.** The term "Net Settlement Payment(s)" means
11 payments made to the PAGA Group.

12 **M. Notice of Resolution.** The Notice of PAGA Resolution is the document attached
13 hereto as Exhibit "A."

14 **N. PAGA Group or Aggrieved Employee(s).** The PAGA Group is defined as: all
15 non-exempt current and former employees of Defendant within the State of California at any
16 time during the time period from June 23, 2020 to April 26, 2022.

17 **O. PAGA Group Portion.** The PAGA Group Portion shall mean the remaining
18 twenty-five percent (25%) of the Net Settlement Amount designated to the PAGA Group. The
19 PAGA Group Portion will be distributed to the PAGA Group on a *pro rata* basis based on his
20 or her number of pay periods during the PAGA Period.

21 **P. PAGA List.** A list of the Aggrieved Employees including: (1) name; (2) last
22 known home address; (3) number of pay periods as a PAGA Group member during the PAGA
23 period (and any other employment information that may be necessary to calculate each PAGA
24 Group Members' Net Settlement Payment); and (4) social security number.

25 **Q. PAGA Period.** The term "PAGA Period" or "Settlement Period" shall refer to the
26 time period from June 23, 2020 to April 26, 2022.

27 **R. Plaintiff.** The term "Plaintiff" as used herein means Katherine Harris. The term
28 Plaintiff shall be used synonymously with the term "PAGA Representative".

K.E.H.

1 **S. Plaintiff's Counsel.** The term "Plaintiff's Counsel" as used herein means: LAVI
2 & EBRAHIMIAN, LLP who are counsel for and acting on behalf of Plaintiff.

3 **T. Settlement Administrator.** The term "Settlement Administrator" as used herein
4 means Phoenix Class Action Settlement Administration Solutions, which will be responsible for
5 the administration of the Settlement Payment, as defined below, and all related matters.

6 **U. Settlement Agreement.** The terms "Settlement Agreement" or "Agreement" are
7 used synonymously herein to means this Joint Stipulation of Settlement of PAGA Action.

8 **V. Gross Settlement Amount.** The terms "Gross Settlement Amount" and "Gross
9 Settlement Fund" as used herein mean a fund in the sum of Two Hundred Sixty-Nine Thousand
10 Dollars and Zero Cents (\$269,000.00) which shall be paid by Defendant, and from which all
11 Net Settlement Payments, Court approved attorneys' fees and litigation costs pursuant to Section
12 X, Administrative Costs pursuant to Section VI, Enhancement Award pursuant to Section XI,
13 and distribution to the LWDA pursuant to Section VIII(C) shall be paid, except as provided
14 herein. The Gross Settlement Amount is for approximately 14,099 pay periods during the PAGA
15 period and 557 Aggrieved Employees. In the event the actual number of the pay periods during
16 the PAGA period increase by more than 10% from the 14,099 pay periods, the Gross Settlement
17 Amount shall increase pro rata each percent above 10%.

18 **II. BACKGROUND**

19 **A.** On June 23, 2021, Plaintiff submitted a letter to the LWDA alleging violations
20 of wage and hour laws including failure to pay all minimum wages, failure to pay all overtime
21 wages, failure to provide meal breaks, failure to provide rest breaks, failure to issue payment of
22 wages in a legally permissible manner, failure to pay wages during employment, failure to
23 provide accurate wage statements, and failure to timely pay final wages. On August 30, 2021,
24 Plaintiff filed the Action alleging a single cause of action for penalties pursuant to Labor Code
25 § 2699(f) for alleged violations and penalties under Labor Code §§2699(f), 201, 202, 203, 204,
26 212, 226, 226.7, 510, 512, 1194, and 1197, as well as the IWC Wage Order. In the Action,
27 Plaintiff alleges that Defendant failed to provide meal breaks and failed to authorize and permit
28 legally compliant rest breaks each day and failed to provide premium pay for the alleged meal

K. E. N.

1 and rest break violations. Plaintiff further alleges that minimum, overtime and double time
2 wages were not properly paid. Plaintiff also alleges that Defendant failed to pay Plaintiff in a
3 legally permissible manner. Moreover, Plaintiff alleges that the employees received inaccurate
4 wage statements and were not paid all wages owed upon termination and/or resignation or
5 during employment.

6 **B.** Following the filing of the Action, counsel for the Parties met and conferred with
7 respect to the potential settlement of the Action. Pursuant to these discussions, the Parties agreed
8 to exchange informal discovery and engage in private mediation. The Parties subsequently
9 exchanged informal discovery, including: a substantial sampling of the timekeeping and payroll
10 records of the PAGA Group; information and documentation concerning the claims set forth in
11 the Action, such as Defendants' employee handbooks and policies and procedures regarding the
12 payment of wages, meal and rest breaks, meal period waiver, and time keeping; information
13 regarding the number of putative PAGA Group members and the number of current versus
14 former employees; and the total workweeks and pay periods worked by the PAGA Group.

15 **C.** Plaintiff and Plaintiff's Counsel have engaged in good faith, arms-length
16 negotiations. On October 28, 2021, the Parties participated in a mediation before mediator Todd
17 A. Smith, Esq. and reached a resolution of this matter after a mediator's proposal, subject to the
18 Approval of the Court, and finalization of a formal Joint Stipulation of Settlement of PAGA
19 Action. The Parties have now entered into a more detailed, formalized Settlement Agreement
20 for submission to the Court for Approval.

21 **D.** Plaintiff's Counsel has conducted an investigation of the law and facts relating
22 to the claims asserted in the Action and has concluded, taking into account the sharply contested
23 issues involved, the expense and time necessary to pursue the Action through trial and any
24 appeals, the risks and costs of further prosecution of the Action, the risk of an adverse outcome,
25 the uncertainties of complex litigation, and the substantial benefits to be received by the Plaintiff
26 and the members of the PAGA Group pursuant to this Agreement, that a settlement with
27 Defendant on the terms and conditions set forth herein is fair, reasonable, adequate, and in the
28 best interests of the PAGA Group. Plaintiff, on her own behalf and as a representative pursuant

K.E.T.

1 to PAGA, has agreed to settle the Action with Defendant on the terms set forth herein.

2 E. Defendant has concluded that, because of the substantial expense of defending
3 against the Action, the length of time necessary to resolve the issues presented herein, the
4 inconvenience involved, and the concomitant disruption to their business operations, it is in its
5 best interests to accept the terms of this Agreement. Defendant denies each of the allegations
6 and claims asserted against it in the Action. However, Defendant nevertheless desires to settle
7 the Action for the purpose of avoiding the burden, expense and uncertainty of continuing
8 litigation and for the purpose of putting to rest the controversies engendered by the Action.

9 F. This Agreement is intended to and does effectuate the full, final and complete
10 resolution of all allegations and claims that were asserted, or could have been asserted, in the
11 Action by Plaintiff.

12 **III. JURISDICTION**

13 The Court has jurisdiction over the Parties and the subject matter of this Action. The
14 Action includes claims that, while Defendant denies them in their entirety, would, if proven,
15 authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted
16 Approval of the resolution, pursuant to California Code of Civil Procedure Section 664.6, the
17 Court shall retain jurisdiction of this action solely for the purpose of interpreting, implementing,
18 and enforcing this Joint Stipulation of Settlement of PAGA Action consistent with the terms set
19 forth herein, and the Parties and their counsel submit to the jurisdiction of the Court for purposes
20 of interpreting, implementing and enforcing this Agreement and all orders and judgments
21 entered in connection therewith.

22 **IV. STATEMENT OF NO ADMISSION**

23 A. Defendant denies liability to Plaintiff and to the PAGA Group upon any claim or
24 cause of action. This Agreement does not constitute, and is not intended to constitute, an
25 admission by Defendant as to the merits, validity, or accuracy of any of the allegations or claims
26 made against it in the Action.

27 B. Nothing in this Agreement, nor any action taken in implementation thereof, nor
28 any statements, discussions or communications, nor any materials prepared, exchanged, issued

1 or used during the course of the negotiations leading to this Agreement, is intended by the Parties
2 to constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible
3 in any way in this case or any other judicial, arbitral, administrative, investigative or other forum
4 or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance,
5 regulation, rule or executive order, or any obligation or duty at law or in equity. The Parties
6 themselves agree not to introduce, use, or admit this Agreement, directly or indirectly, in this
7 case or any other judicial, arbitral, administrative, investigative or other forum or proceeding,
8 as purported evidence of any violation of any federal, state, or local law, statute, ordinance,
9 regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other
10 purpose. Notwithstanding the foregoing, this Agreement may be used in any proceeding before
11 the Court that has as its purpose the interpretation, implementation, or enforcement of this
12 Agreement or any orders or judgments of the Court entered in connection with the resolution.

13 **C.** None of the documents produced or created by Plaintiff or the PAGA Group in
14 connection with the claims procedures or claims resolution procedures constitute, and they are
15 not intended to constitute, an admission by Defendant of any violation of any federal, state, or
16 local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law
17 or in equity.

18 **D.** Nothing in this Agreement will be construed as an admission or
19 acknowledgement of any kind that any group should or would be given collective treatment in
20 the Action or in any other action or proceeding. Further, neither this Agreement nor the Court's
21 actions with regard to this Agreement will be admissible in any court or other tribunal regarding
22 the propriety of collective treatment. In the event that this Agreement is not approved by the
23 Court or any appellate court, is terminated, or otherwise fails to be enforceable, Plaintiff will
24 not be deemed to have waived, limited or affected in any way any claims, rights or remedies in
25 the Action, and Defendant will not be deemed to have waived, limited, or affected in any way
26 any of their objections or defenses in the Action.

1 **V. RELEASE, DISMISSAL, AND CONFIDENTIALITY**

2 **A. Release as to PAGA Claims.**

3 Upon Approval by the Court of this Settlement and Defendant's full funding of the
4 Settlement Amount, Plaintiff and the PAGA Employee Group shall release all PAGA claims
5 against Defendant, including Defendant's joint employers, staffing companies, respective
6 officers, directors, shareholders, agents, assigns, attorneys, insurers, agents, independent
7 contractors, employees, predecessor, successors, parents, subsidiaries, affiliated, related entities
8 or other representatives of any kind, and related parties that have been asserted in the operative
9 Complaint (hereinafter collectively the "Released Parties"), which includes the *California*
10 *Labor Code* Private Attorneys General Act of 2004 (PAGA) claims based on Defendant's
11 alleged failure to pay minimum wages, overtime wages, provide meal and rest periods, failure
12 to pay wages in a legally-permissible manner, failure to timely pay wages during employment,
13 failure to provide accurate itemized wage statements, failure to timely pay wages at termination,
14 and all other claims and allegations made or which could have been made in the Action based
15 on the facts and allegations pled in the operative Complaint and PAGA Notice to the LWDA,
16 from June 26, 2020 through April 26, 2022.

17 **B. Publicity.**

18 The Plaintiff agrees that she has not and will not publish the Settlement. By way of this
19 settlement, Plaintiff directs her counsel not to issue any press releases or press statements
20 regarding the Settlement, identify Defendant or Defense Counsel by name in any media
21 including Plaintiff's Counsel's website, or have any communications with the press or media
22 about the Action or the Settlement. However, nothing in the provision shall be construed from
23 preventing the Parties from taking following actions: (a) Plaintiff's counsel shall be allowed to
24 refer to the Action and Settlement in other litigations to support their adequacy as attorneys for
25 a putative class or PAGA group or to justify an award of attorneys' fees; (b) the Parties shall
26 have the right to disclose the Settlement Agreement as may be required under federal or state
27 tax and/or securities laws or under Generally Accepted Accounting Principles; (c) the Parties
28 shall have the right to disclose the Settlement to third parties without identifying the case name,

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1 case number, facts that would reasonably identify the Defendant, or names of any of the Parties
2 or Released Parties; (d) the Parties may refer to the Settlement Agreement, describe its terms,
3 and file the Settlement Agreement with the Court, the LWDA, and the Settlement Administrator
4 in connection with any proceedings which are reasonably necessary to obtain Approval of the
5 Settlement; and (e) the Parties or their representatives may communicate with accountants or
6 legal advisors regarding the Settlement. Except for the previously listed exceptions, in response
7 to any inquiries about the Action, the Parties may state that “the matter has been resolved.”

8 **VI. SETTLEMENT ADMINISTRATOR**

9 Plaintiff and Defendant, through their respective counsel, have selected Phoenix Class
10 Action Administration Solutions as the Settlement Administrator to administer the Settlement,
11 which includes but is not limited to distributing and responding to inquiries about the Notice of
12 PAGA Resolution and calculating all amounts to be paid from the Net Settlement Fund. Charges
13 and expenses of the Settlement Administrator, estimated to be Eight Thousand Dollars
14 (\$8,000.00), will be paid from the Gross Settlement Amount. Any charges and expenses of the
15 Settlement Administrator greater than the allocated Eight Thousand Dollars (\$8,000.00) will
16 come from the Gross Settlement Amount. If the actual Settlement Administrator fees are less
17 than the Parties’ estimation, the difference between the actual and estimated Settlement
18 Administrator fees will be included in the Net Settlement Amount.

19 **VII. NOTICE**

20 A. Plaintiff and Defendant, through their respective attorneys, have jointly prepared
21 a Notice of PAGA Resolution, in the form attached hereto as “**Exhibit A**” which in substance
22 will be provided to the members of the PAGA Group as follows:

23 (1) As soon as practicable following Approval of the Settlement, but no later
24 than fifteen (15) court days after the Court’s Approval, Defendant will provide to the Settlement
25 Administrator the PAGA List.

26 (2) The Settlement Administrator shall run all the addresses provided through
27 the United States Postal Service NCOA database (which provides updated addresses for any
28 individual who has moved in the previous four years who has notified the U.S. Postal Service of

1 a forwarding address) to obtain current address information.

2 (3) Within twenty-one (21) calendar days after the Settlement Administrator's
3 receipt of the PAGA List, the Settlement Administrator will mail the Notice of PAGA Resolution
4 together with a settlement payment to all PAGA Group members by first-class United States
5 mail, postage prepaid, with directions to the Postmaster to forward the Notice and return all
6 undeliverable Notices to the Settlement Administrator. For each Notice of PAGA Resolution and
7 settlement payment that is returned as undeliverable, the Settlement Administrator shall promptly
8 attempt to locate the Aggrieved Employee by performing an additional skip trace and shall re-
9 mail the Notice of PAGA Resolution and settlement check no later than ten (10) calendar days
10 following receipt of the undeliverable Notice of PAGA Resolution.

11 (4) The Notice of PAGA Resolution will be provided in English and Spanish.

12 **VIII. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

13 **A. Distribution Formula.**

14 (1) Members of the PAGA Group will receive a lump sum payment in an
15 amount determined by the Settlement Administrator in accordance with the provisions of this
16 Agreement.

17 (2) The lump sum payment to each member of the PAGA Group will be
18 determined by dividing the PAGA Group Portion by the total number of pay periods worked by
19 all members of the PAGA Group during the Settlement Period (the "Pay Period Amount") and
20 then multiplying the Pay Period Amount by the number of pay periods worked by the individual
21 PAGA member.

22 **B. Funding of Resolution.**

23 (1) The funding of the Gross Settlement Amount will be completed at one
24 time with funds provided to and escrowed by the Settlement Administrator. The funds used for
25 the Gross Settlement Amount shall be paid to the Settlement Administrator by Defendant within
26 twenty (20) calendar days of its receipt of a notice of entry of the Court's Approval order.

27 (2) If a PAGA Group member is deceased at the time of distribution, the
28 Settlement Administrator shall distribute the deceased PAGA Group member's Net Settlement

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1 Payment to the deceased PAGA Group member's legal heir(s). In the event of a dispute as to
2 the legal heir(s), the Settlement Administrator shall notify the executor of the deceased PAGA
3 Group member's estate and attempt to place the deceased PAGA Group member's payment in
4 escrow or similar disposition such that any competing heirs may take whatever action they wish
5 to resolve ultimate disposition of such money and the Settlement Administrator and the Parties
6 hereto may disclaim any further interest in or obligation in relation to such money.

7 (3) If a check is returned to the Settlement Administrator as undeliverable,
8 the Settlement Administrator shall promptly attempt to obtain a valid mailing address by
9 performing a skip trace search and, if another address is identified, shall mail the check to the
10 newly identified address. If the Settlement Administrator is unable to obtain a valid mailing
11 address through this process, the monies represented by the check shall be turned over according
12 to the below procedures.

13 (4) Settlement checks will specifically indicate that they are void if not
14 negotiated within one hundred eighty 180 days of their issuance. Any settlement checks that
15 remain uncashed one hundred eighty (180) or more calendar days after issuance by the
16 Settlement Administrator shall be voided. The Settlement Administrator will remit the entire
17 amount of each PAGA Group member's uncashed Net Settlement Payment to the California
18 State Controller for deposit in the Unclaimed Property Fund in the name of the PAGA Group
19 member to whom the uncashed Net Settlement Payment was drafted.

20 **C. Time for Distribution of the Attorneys' Fees, Costs, Enhancement Award,**
21 **and LWDA Payment.**

22 The Settlement Administrator shall cause the Court approved attorneys' fees, litigation
23 costs, Enhancement Award and LWDA Payment to be paid at the same time and manner as the
24 Settlement Payments to the PAGA Group.

25 **IX. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

26 The amounts paid under this Agreement do not represent a modification of any
27 previously credited hours of service under any employee benefit plan, policy or bonus program
28 sponsored by Defendant. Such amounts will not form the basis for additional contributions to,

benefits under, or any other monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendant, policies or bonus programs. Any payments made under the terms of this Settlement shall not be applied retroactively, currently or on a going forward basis as salary, earnings, wages, or any other form of compensation for the purposes of Defendant's benefit plan, policy or bonus program. Defendant retains the right to modify the language of its benefit plans, policies and bonus programs to effect this intent and to make clear that any amounts paid pursuant to this Settlement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit accrual or any other purpose, and that additional contributions or benefits are not required by this Settlement.

X. PLAINTIFF'S COUNSEL ATTORNEYS' FEES AND LITIGATION COSTS

Defendant shall not oppose an application by Plaintiff's Counsel to receive, and Plaintiff's Counsel shall not seek or receive, an amount in excess of Ninety-Four Thousand One Hundred Fifty Dollars and Zero Cents (\$94,150.00) which represents 35% of the Gross Settlement Amount for all past and future attorneys' fees necessary to prosecute, settle, and administer the Action and this Settlement. In the event that the escalator clause in section I.V. herein is triggered and the Gross Settlement Amount is increased, Plaintiff's Counsel has, at their discretion, the option to increase their attorneys' fees in order to remain at 35% of the Gross Settlement Amount. Additionally, Defendants shall not oppose an application by Plaintiff's Counsel to receive, and Plaintiff's Counsel shall not seek or receive, an amount in excess of Twenty-Five Thousand Dollars (\$25,000.00), which represents all past and future litigation costs and expenses necessary to prosecute, settle and administer the Action and this Settlement. Any attorneys' fees or litigation costs awarded to Plaintiff's Counsel by the Court shall be deducted from the Gross Settlement Amount for the purpose of determining the Net Settlement Amount. This amount shall include all attorneys' fees and litigation costs and expenses for which Plaintiff and Plaintiff's Counsel could claim under any legal theory whatsoever. Should the Court approve a lesser percentage or amount of fees and/or litigation

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costs than the amount that Plaintiff's Counsel ultimately seeks, then the unapproved portion or portions shall revert to the Net Settlement Amount.

XI. PLAINTIFF'S ENHANCEMENT AWARD

Plaintiff will apply for an Enhancement Award in the amount of Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) for her work in prosecuting the Action and securing this Settlement. The Court will determine the amount of Enhancement Award to award. This Settlement is not contingent upon the Court awarding any particular amount for Enhancement Award. If the Court awards less than the full amount of the Enhancement Award requested by Plaintiff, the unawarded amount shall become part of the Net Settlement Amount.

XII. TAXATION AND ALLOCATION

A. For withholding tax characterization purposes and payment of taxes, the Net Settlement Amount shall be deemed and is allocated by the Parties as follows: 100% as penalties.

B. All PAGA Group members who cash their settlement check may receive an IRS Form 1099 for their portion of the settlement, if deemed required by the Settlement Administrator (in compliance with IRS guidelines).

C. Nothing in this Settlement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. The Parties, Defense Counsel and Plaintiff's Counsel make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Aggrieved Employees are not relying on any statement or representation by the Parties, Plaintiff's Counsel or Defense Counsel in this regard. Aggrieved Employees understand and agree that they will be responsible for the payment of any employee taxes and penalties assessed on the payment described herein and will hold the Parties, Plaintiff's Counsel and Defense Counsel free and harmless from and against any claims, liabilities, costs and expenses, including attorney's fees, resulting in any way from personal tax treatment of the payments made pursuant to this Agreement. To the extent that this Settlement or any of its attachments is interpreted to contain or constitute advice regarding any state or federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of

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1 avoiding penalties under the Internal Revenue Code. Neither the Parties, Plaintiff's Counsel nor
2 Defense Counsel are responsible for any Aggrieved Employee's tax obligations regarding the
3 allocation of the settlement payments.

4 **XIII. COURT APPROVAL**

5 This Agreement is contingent upon Approval by the Court. Plaintiff and Defendant agree
6 to take all steps as may be reasonably necessary to secure Approval of the Settlement
7 Agreement, to the extent not inconsistent with the terms of this Agreement, and will not take
8 any action adverse to each other in obtaining Court Approval of the Settlement Agreement in
9 all respects.

10
11 **XIV. APPRISAL AND CERTIFICATION BY THE SETTLEMENT**
12 **ADMINISTRATOR.**

13 The Settlement Administrator shall keep Plaintiff's Counsel and Defense Counsel
14 apprised of all distributions from the Gross Settlement Amount. Upon completion of
15 administration of the Settlement, the Settlement Administrator shall provide written certification
16 of such completion to Plaintiff's Counsel and Defense Counsel. The Settlement Administrator
17 shall also provide Defense Counsel with a final accounting, including the names of payees and
18 Net Settlement Payments.

19 **XV. MISCELLANEOUS PROVISIONS**

20 **A. Stay of Action.**

21 Plaintiff and Defendant agree to the stay of all discovery in the Action, pending Approval
22 of the Settlement Agreement by the Court.

23 **B. Interpretation of This Agreement.**

24 (1) This Agreement constitutes the entire agreement between Plaintiff and
25 Defendant. Except as expressly provided herein, this Agreement has not been executed in
26 reliance upon any other written or oral representations or terms, and no such extrinsic oral or
27 written representations or terms shall modify, vary or contradict its terms. In entering into this
28 Agreement, the Parties agree that this Agreement is to be construed according to its terms and

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1 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and
2 enforced under the laws of the State of California, both in its procedural and substantive aspects,
3 without regard to its conflict of laws provisions. Any claim arising out of or relating to this
4 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior
5 Court of the State of California for the County of Los Angeles, and Plaintiff and Defendant
6 hereby consent to the personal jurisdiction of the Court over them solely in connection
7 therewith. The foregoing is only limited to disputes concerning this Agreement and in no way
8 limits or negates the enforceability and effect of the underlying arbitration agreements signed
9 by employees of Defendant, specifically including but not limited to Plaintiff, obligating them
10 to arbitrate any and all claims on an individual (and not on a class, collective, or representative)
11 basis.

12 (2) Plaintiff, on her own behalf and on behalf of the PAGA Group, and
13 Defendant participated in the negotiation and drafting of this Agreement and had available to
14 them the advice and assistance of independent counsel. As such, neither Plaintiff nor Defendant
15 may claim that any ambiguity in this Agreement should be construed against the other.

16 (3) The terms and conditions of this Agreement constitute the exclusive and
17 final understanding and expression of all agreements between Plaintiff and Defendant with
18 respect to the settlement of the Action. This Agreement may be modified only by a writing
19 signed by counsel for all Parties or their successors-in-interest.

20 **C. Further Cooperation.**

21 Plaintiff and Defendant and their respective counsel shall proceed diligently to prepare
22 and execute all documents, to seek Approval from the Court, and to do all things reasonably
23 necessary or convenient to consummate this Agreement as expeditiously as possible.

24 **D. Confidentiality of Documents.**

25 Plaintiff, and the Settlement Administrator, shall maintain the confidentiality of all
26 documents, deposition transcripts, declarations and other information obtained in the lawsuit,
27 unless necessary for appeal or such documents are ordered to be disclosed by the Judge or by a
28 subpoena.

1 **E. Counterparts.**

2 This Agreement may be executed in one or more actual or non-original counterparts, all
3 of which will be considered one and the same instrument and all of which will be considered
4 duplicate originals. This Agreement may be signed electronically or by facsimile, and an
5 electronic or facsimile signature is deemed valid and binding, and triggers all rights and
6 obligations under this Agreement.

7 **F. Authority.**

8 Each individual signing below warrants that he or she has or they have the authority to
9 execute this Agreement on behalf of the party for whom or which that individual signs.

10 **G. No Third-Party Beneficiaries.**

11 Plaintiff, members of the PAGA Group, Defendant and Released Parties are direct
12 beneficiaries of this Agreement, but there are no third-party beneficiaries.

13 **H. Force Majeure.**

14 The failure of any party to perform any of its obligations hereunder shall not subject such
15 party to any liability or remedy for damages, or otherwise, where such failure is occasioned in
16 whole or in part by acts of God, fires, accidents, earthquakes, other natural disasters, explosions,
17 floods, wars, interruptions or delays in transportation, power outages, labor disputes or
18 shortages, shortages of material or supplies, governmental laws, restrictions, rules or
19 regulations, sabotage, terrorist acts, acts or failures to act of any third parties, or any other similar
20 or different circumstances or causes beyond the reasonable control of such party.

21 **I. Deadlines Falling on Weekends or Holidays.**

22 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
23 or legal/court holiday, that deadline shall be continued until the following business day.

24 **J. Severability.**

25 In the event that any one or more of the provisions contained in this Agreement shall for
26 any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
27 unenforceability shall in no way effect any other provision if Defense Counsel and Plaintiff's
28 Counsel, on behalf of the Parties and the PAGA Group, mutually elect in writing to proceed as

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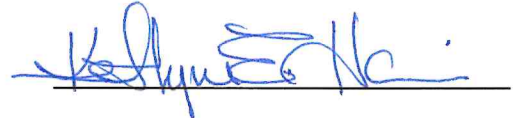
1 if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

2 **K. Defendant's Fees and Costs**

3 All of Defendant's own legal fees, costs and expenses incurred in this Action shall be
4 borne by Defendant.

5
6 **APPROVED AS TO CONTENT**

7 DATE: 3/29, 2023



8 KATHERINE HARRIS

9
10 DATE: _____, 2023

11 By: _____

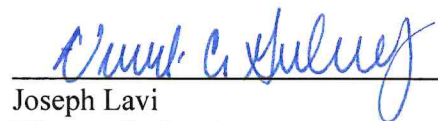
12 For: PLATINUM CLEANING OF
13 INDIANAPOLIS, LLC

14
15 **APPROVED AS TO FORM**

16
17 DATE: 3/29, 2023

18 **LAVI & EBRAHIMIAN, LLP**

19
20 By: _____



21 Joseph Lavi
22 Vincent C. Granberry
23 Melissa A. Huether
24 Attorneys for Plaintiff Katherine Harris

25
26 DATE: _____, 2023

27 **LIGHTGABLER**

28 By: _____

Jonathan Fraser Light
Michael H. Brody
Attorneys for Defendant



1 if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

2 **K. Defendant's Fees and Costs**

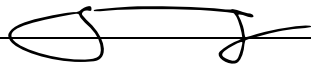
3 All of Defendant's own legal fees, costs and expenses incurred in this Action shall be
4 borne by Defendant.

5
6 **APPROVED AS TO CONTENT**

7 DATE: _____, 2023

KATHERINE HARRIS

8
9
10 DATE: Mar. 30, 2023



11 By: Gary Tuch

12 For: PLATINUM CLEANING OF
13 INDIANAPOLIS, LLC

14
15 **APPROVED AS TO FORM**

16
17 DATE: _____, 2023

LAVI & EBRAHIMIAN, LLP

18
19 By: _____
20 Joseph Lavi
21 Vincent C. Granberry
22 Melissa A. Huether
Attorneys for Plaintiff Katherine Harris

23 DATE: March 31, 2023

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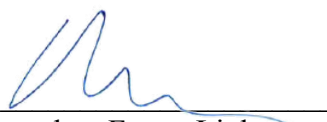
24
25 By: 
26 Jonathan Fraser Light
27 Michael H. Brody
28 Attorneys for Defendant

Exhibit A

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

**NOTICE OF PAGA SETTLEMENT AND
RELEASE**

To [NAME]:

The enclosed check is your share of a court-approved representative action settlement between Plaintiff Katherine Harris (“Plaintiff”), and Defendant Platinum Cleaning Of Indianapolis, LLC (“Defendant”) in the matter of Katherine Harris, on behalf of herself and other aggrieved employees v. Platinum Cleaning, LLC, Los Angeles County Superior Court Case No. 21STCV32089 (“Lawsuit”).

Plaintiff filed a lawsuit against Defendant as the representative of the State of California and Defendant’s other current and former hourly or non-exempt employees that worked in California. Plaintiff asserted claims against Defendant under California Labor Code § 2698 *et seq.*, also known as the Private Attorneys General Act (“PAGA”), alleging violations of wage and hour laws including failure to pay all minimum wages, failure to pay all overtime wages, failure to provide meal breaks, failure to provide rest breaks, failure to issue payment of wages in a legally permissible manner, failure to pay wages during employment, failure to provide accurate wage statements, and failure to timely pay final wages. Defendant denies any liability or wrongdoing and contends, among other things, that it has complied at all times with the California Labor Code, the related California Wage Orders, and all other state and federal wage laws, and further contends that the Lawsuit is without merit.

Pursuant to the Court’s Order, a payment of \$269,000 was approved in settlement of this Lawsuit. After accounting for Plaintiff’s Counsel’s attorneys’ fees and reimbursement of litigation costs, administration of the settlement, and Plaintiff’s enhancement payment, the remaining sum is \$[REDACTED]. This sum, called the “Net Settlement Amount” will be divided pursuant to California law as follows: \$[REDACTED] (75%) to the State of California Labor Workforce Development Agency and \$[REDACTED] (25%) to all employees considered to be “PAGA Group” under this Lawsuit, to be shared on a proportionate basis. A PAGA Member is a non-exempt current or former employee of Defendant within the State of California at any time during the time period from June 23, 2020 to April 26, 2022.

As a PAGA Member, you are covered by this settlement. Per the Court’s final judgment in this case, the PAGA Members release Defendant and the other Released Parties for any PAGA claims based on Defendant’s alleged failure to pay minimum wages, overtime wages, provide meal and rest periods, failure to pay wages in a legally-permissible manner, failure to timely pay wages during employment, failure to provide accurate itemized wage statements, failure to timely pay wages at termination, and all other claims and allegations made or which could have been made in the Action based on the facts and allegations pled in the Plaintiff’s Complaint and PAGA Notice to the LWDA, from June 26, 2020 through April 26, 2022. This means that you are not able to pursue a PAGA lawsuit against Defendant based on such claims. A full list of the released claims and Released Parties is contained in the court’s Order granting settlement of this Lawsuit.

The enclosed check is your share of the settlement. The payment amount was calculated based on the number of pay periods you worked for Defendant as a PAGA Member between June 23, 2020 and April 26, 2022, as determined by Defendant’s business records. Because this calculation was approved by the Court, the amount of your payment is final and cannot change. Enclosed with your check is an IRS Form 1099. Please note that no taxes were withheld from your payment, so it will be your responsibility to pay any taxes that may be due. You should consult with your own tax accountant with regard to any questions that you may have concerning any taxes that may be due.

Your enclosed check is valid for 180 days from the date of its issuance. After that date, you cannot cash the check and it will be null and void. Funds attributable to such uncashed checks will be sent to the State of California

Unclaimed Property Fund in your name. You are bound by the settlement and release of claims based on the Court's final judgment whether or not you cash or deposit the enclosed check. Regardless of what you do with the settlement check, you will have released claims for penalties arising under PAGA as asserted in the Lawsuit.

If you have any questions or would like more information about the settlement or this lawsuit, you may contact the Settlement Administrator at [Settlement Administrator], [Address], [Telephone Number] or you may review the papers, pleadings and records on file with the Court by scheduling an appointment with the clerk of the Los Angeles Superior Court.

EXHIBIT 2

COSTS AND FEES ADVANCED BY LAVI & EBRAHIMIAN, LLP

DATE	ITEM	COST
N/A	Copying	\$50.00
N/A	Scanning	\$50.00
N/A	Fax	\$10.00
N/A	Mail	\$52.21
	LOS ANGELES SUPERIOR COURT	
06/24/2021	Summons and Complaint Filing Fee (Class)	\$1435.00
08/12/2021	Document Retrieval (Class)	\$9.20
08/30/2021	Summons and Complaint Filing Fee (PAGA)	\$435.00
	DDS LEGAL SERVICES	
06/22/2021	Filing of Summon and Complaint (Class)	\$243.45
08/06/2021	Process Service of Summon and Complaint to Def. Platinum Cleaning of Indianapolis LLC (Class)	\$158.90
08/12/2021	Filing of POS of Summons for Def. Platinum Cleaning of Indianapolis LLC (Class)	\$34.95
08/30/2021	Filing of Summon and Complaint (PAGA)	\$47.20
09/14/2021	Filing of Plaintiff's Notice of Case Management Conference (PAGA)	\$34.15
09/15/2021	Process Service of Summon and Complaint to Def. Platinum Cleaning of Indianapolis LLC (PAGA)	\$158.90
09/21/2021	Filing Of Unilateral Initial Status Conference Class Action Response Statement (Class)	\$34.15
09/22/2021	Filing of POS of Summons for Def. Platinum Cleaning of Indianapolis LLC (PAGA)	\$34.15
09/23/2021	Filing Of Plaintiff Harris' Notice Regarding Continued Initial Statue Conference (Class)	\$34.15
09/23/2021	Filing Of Joint Initial Status Conference Class Action Response Statement (Class)	\$34.15
10/29/2021	Courtesy Copy Delivery of 1. Declaration Of Kevin Joseph Farnan, 2. Joint Stipulation, 3. Proposed Order, 4. Request For Dismissal (Class)	\$59.95
10/29/2021	Filing of 1. Declaration Of Kevin Joseph Farnan, 2. Joint Stipulation, 3. Proposed Order, 4. Request For Dismissal (Class)	\$54.75
11/19/2021	Filing Of Case Management Statement (PAGA)	\$34.15
03/06/2023	Filing of Joint Status Report Re Settlement (PAGA)	\$34.15
	SIGNATURE RESOLUTION	
04/26/2022	Mediation Services (Class)	\$5,950.00
	BERGER CONSULTING GROUP	
04/28/2022	Data Analysis, Invoice #5954 (Class)	\$2,437.50

Katherine Harris

Katherine Harris v. Platinum Cleaning Indianapolis LLC

April 3, 2023

Page 2 of 2

	CASE ANYWHERE	
12/06/2021	Invoice #238693 (Class)	\$90.00
03/05/2022	Invoice #246915 (Class)	\$120.00
06/07/2022	Invoice #255450 (Class)	\$120.00
09/10/2022	Invoice #263955 (Class)	\$120.00
12/08/2022	Invoice #272581 (Class)	\$120.00
03/03/2023	Invoice #281135 (Class)	\$120.00
	DEPARTMENT OF INDUSTRIAL RELATIONS	
06/23/2021	Private Attorney General Act (PAGA) Fee	\$75.00
	Total Costs, fees and expenses	\$12,191.06

EXHIBIT 3

EXHIBIT 4

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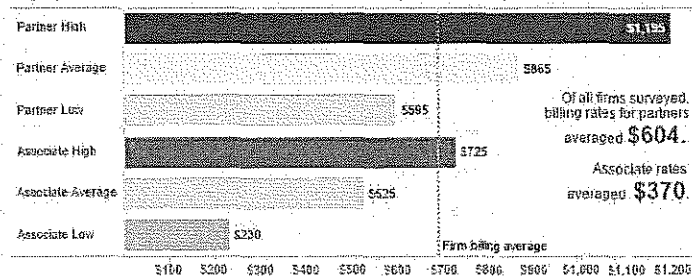
NLJ'S BILLING SURVEY

Select a Firm

- ☐ Miles & Stockbridge
- ☐ Miller & Martin
- ☐ Morgan Lewis
- ☐ Morris Manning
- ☒ Morrison & Foerster
- ☐ Nixon Peabody
- ☐ Norton Rose
- ☐ Butler McCann
- ☐ O'Leary & 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

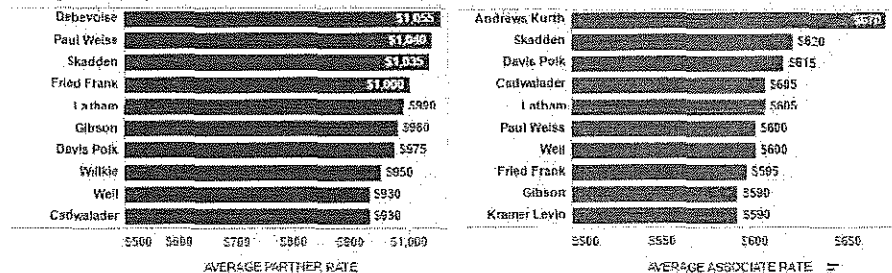


By the Numbers: The Firms Report Their Billing Rates

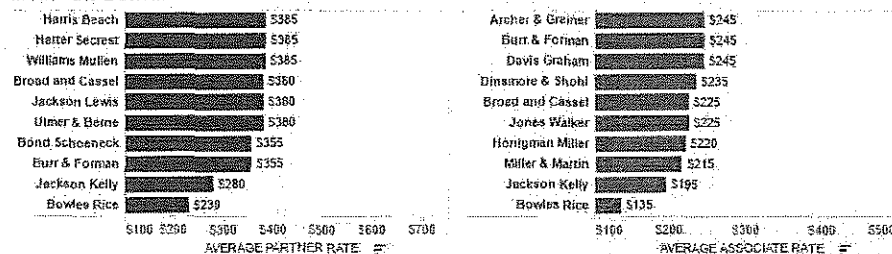
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Dechert	(NEW YORK)							
Andrews Kurth	Houston							
Hughes Hubbard	New York							
Trill & Monella	Los Angeles							
Proskauer Rose	New York							
White & Case	New York							
Morrison & Foerster	San Francisco	1,010	\$1,150	\$865	\$595	\$725	\$625	\$230
Pillsbury Winthrop	Washington							
Kaye Scholer	New York							
Kramer Levin	New York							
Hogan Lovells	Washington							
Kasowitz Benson	New York							
Kirkland & Ellis	Chicago							
Cooley	Palo Alto, Calif.							

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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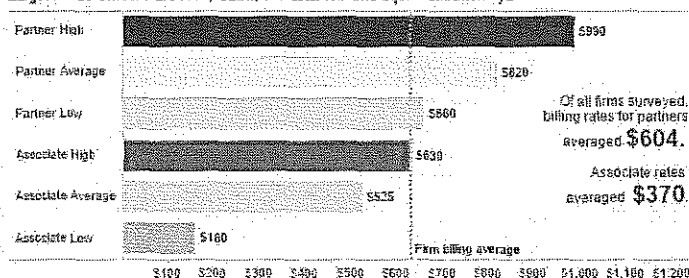
NLJ'S BILLING SURVEY

Select a Firm

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

Cooley

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

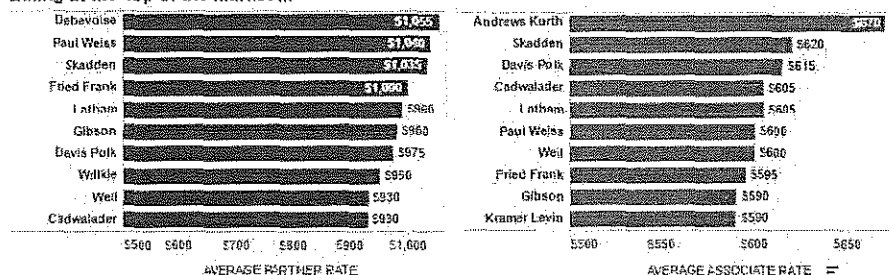


By the Numbers: The Firms Report Their Billing Rates

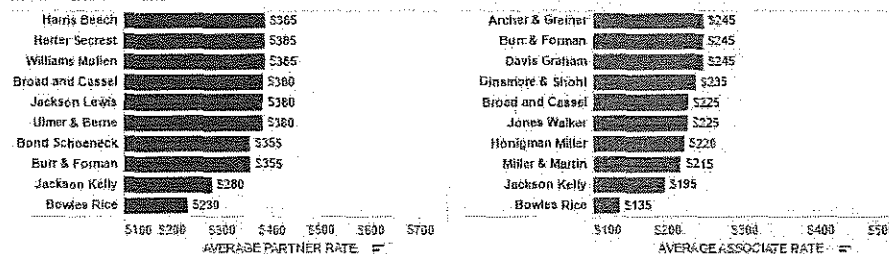
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Kaye, Scholer	New York							
Kramer Levin	New York							
Hogan Lovells	Washington							
Katowitz Benson	New York							
Kirkland & Ellis	Chicago							
Cooley	Palo Alto, Calif.	632	\$990	\$620	\$600	\$630	\$525	\$180
Arnold & Porter	Washington							
Paul Hastings	New York							
Curtis, Mallet-Prevost	New York							
Winston & Strawn	Chicago							
Bingham McCutchen	Boston							
Akin Gump	Washington							
Covington & Burling	Washington							
King & Spalding	Atlanta							

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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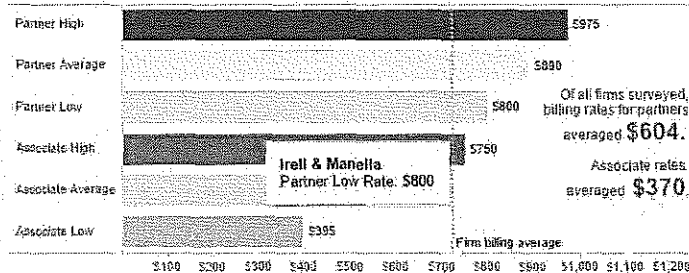
NLJ'S BILLING SURVEY

Select a Firm

☐ Harris Beach
☐ Harter Secrest
☐ Hayes and Boone
☐ Hogan Lovells
☐ Holland & Hart
☐ Holland & Knight
☐ Honigman Miller
☐ Hughes Hubbard
☐ Husch Blackwell
☐ Ice Miller
☒ Irell & Manella
☐ Jackson Kelly
☐ Jackson Lewis
☐ Jackson Walker
☐ Jenner & Block
☐ Jones & Day
☐ Kaye Scholer
☐ Kramer Levin
☐ McGuire Woods
☐ Milbank LLP
☐ Morrison & Foerster
☐ Pillsbury Winthrop
☐ Ropes & Gray
☐ Skadden
☐ Squire Patton
☐ Stinson
☐ Sullivan
☐ Tuckers
☐ White & Case
☐ WilmerHale
☐ Workman
☐ Young & Rubicam

Irell & Manella

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

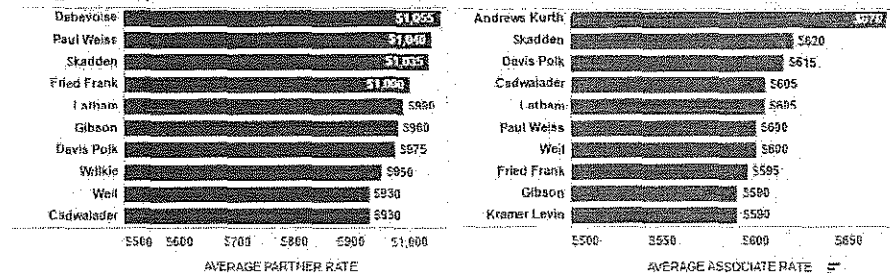


By the Numbers: The Firms Report Their Billing Rates

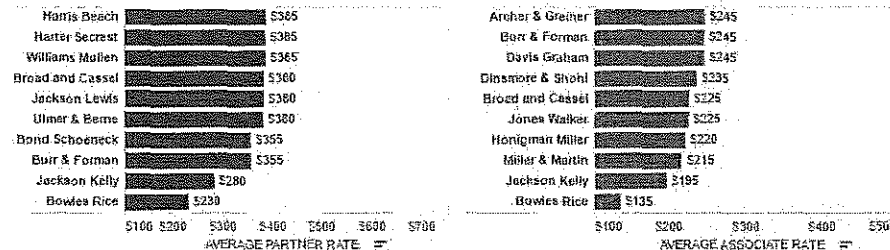
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Skadden	New York							
Andrews Kurth	Houston							
Hughes Hubbard	New York							
Irell & Manella	Los Angeles	164	\$975	\$890	\$800	\$750	\$604	\$395
Proskauer Rose	New York							
White & Case	New York							
Morrison & Foerster	San Francisco							
Pillsbury Winthrop	Washington							
Kaye Scholer	New York							
Kramer Levin	New York							
Hogan Lovells	Washington							
Kasowitz Benson	New York							
Kirkland & Ellis	Chicago							
Cooley	Palo Alto, Calif.							

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 250 published in April 2013. N/A** Data not available due to merger in 2013.

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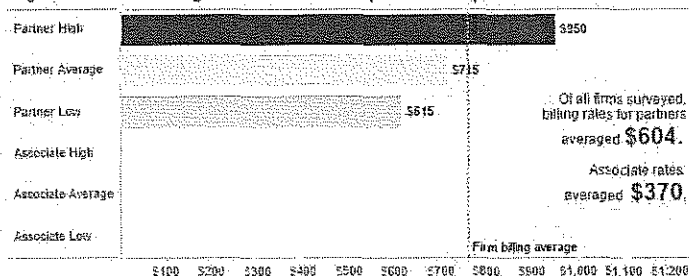
NLJ'S BILLING SURVEY

Select a Firm

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

O'Melveny & Myers

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

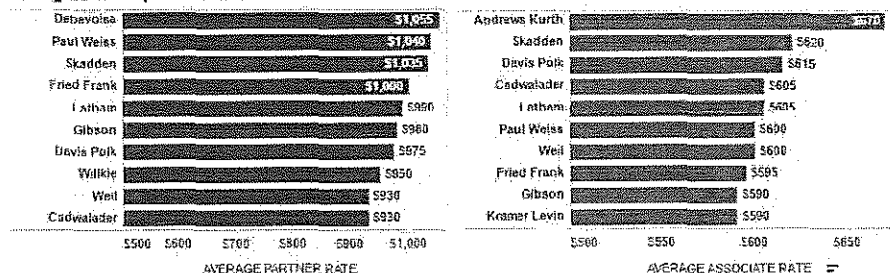


By the Numbers: The Firms Report Their Billing Rates

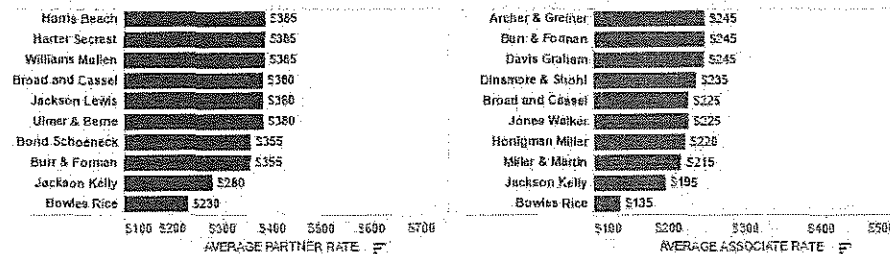
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Baker & McKenzie	Chicago							
Dickstein Shapiro	Washington							
Jenner & Block	Chicago							
Jones Day	New York							
Manatt Phelps	Los Angeles							
Seward & Kissel	New York							
O'Melveny & Myers	Los Angeles	738	\$950	\$715	\$615	\$500	\$370	\$230
McDermott Will	Chicago							
Reed Smith	Pittsburgh							
Dentons	HIA**							
Jeffer Mangels	Los Angeles							
Shepherd Mullin	Los Angeles							
Alston & Bird	Atlanta							
Foley Hoag	Boston							

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

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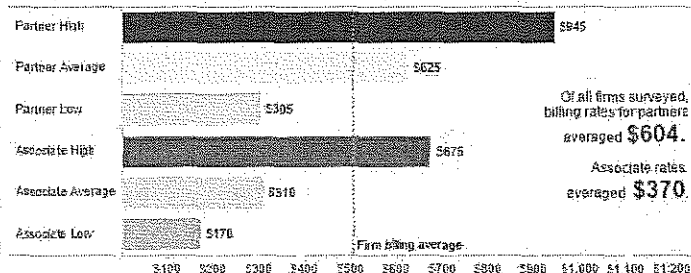
NLJ'S BILLING SURVEY

Select a Firm

- ☐ McKinsey Deutsch
- ☐ McGuireWoods
- ☐ McKenna Long
- ☐ Michael Best
- ☐ Miles & Stockbridge
- ☐ Miller & Martin
- ☐ Morgan Lewis
- ☐ Morris Manning
- ☐ Morrison & Foerster
- ☐ Nixon Peabody
- ☐ Norton Rose
- ☐ Heller McInnes
- ☐ O'Melveny & Myers
- ☒ Orrick, Herrington & Sutcliffe
- ☐ Paton Poe
- ☐ Patton Boggs

Orrick, Herrington & Sutcliffe

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

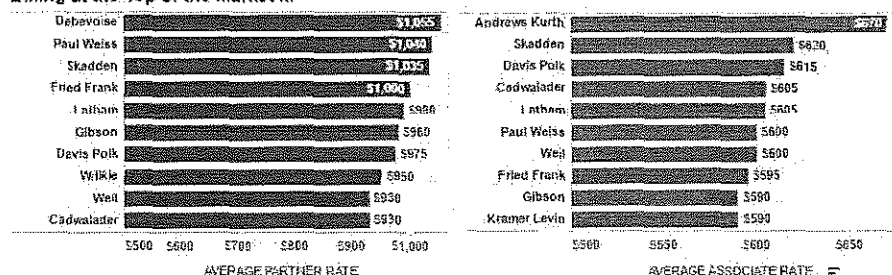


By the Numbers: The Firms Report Their Billing Rates

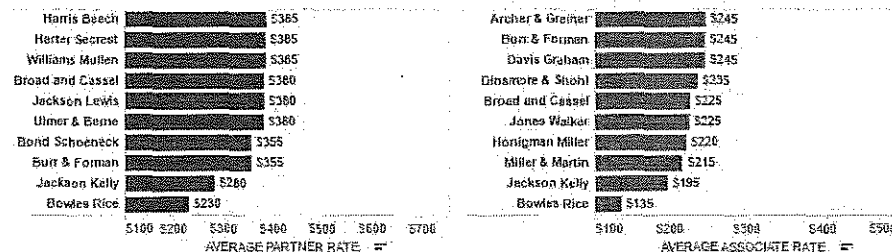
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Blank Rome	Philadelphia							
Kelley Drye	New York							
Gardere Wynne	Dallas							
Pepper Hamilton	Philadelphia							
Orrick, Herrington & Sutcliffe	San Francisco	977	\$845	\$625	\$395	\$675	\$516	\$170
Stevens & Lee	Reading, Pa.							
Duane Morris	Philadelphia							
Morgan Lewis	Philadelphia							
Troutman Sanders	Atlanta							
Allen Matkins	Los Angeles							
Katten Muchin	Chicago							
Lowenstein Sandler	Roseland, N.J.							
Seyfarth Shaw	Chicago							
Buchalter Nemer	Los Angeles							

FTE 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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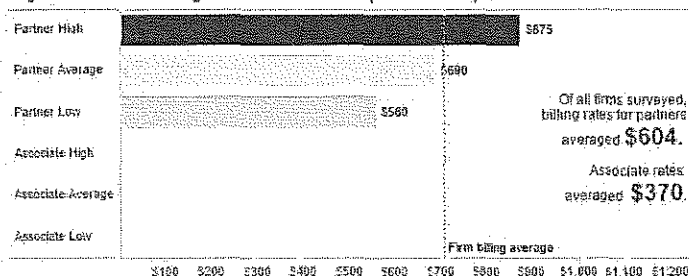
NLJ'S BILLING SURVEY

Select a Firm

- ☐ Best & Martens
- ☐ 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.

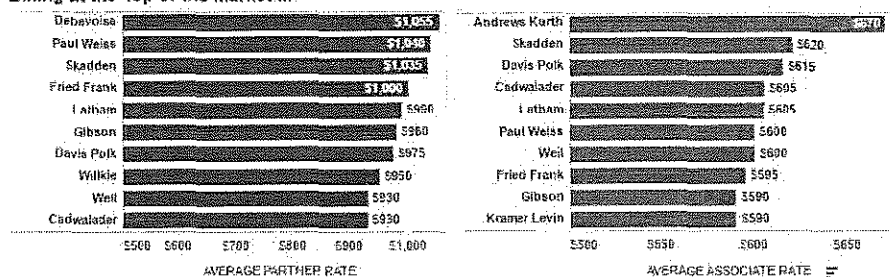


By the Numbers: The Firms Report Their Billing Rates

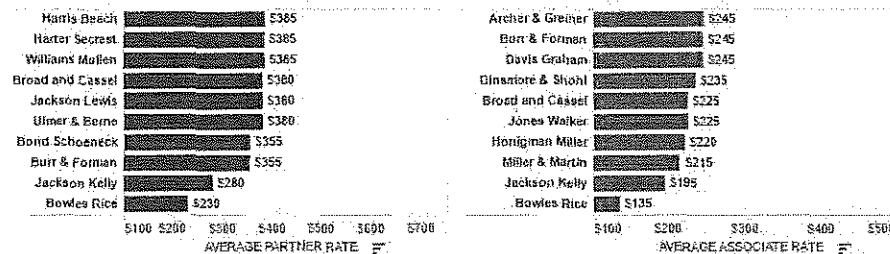
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Baker & McKenzie	Chicago							
Dickstein Shapiro	Washington							
Jenner & Block	Chicago							
Jones Day	New York							
Manatt Phelps	Los Angeles							
Seward & Kissel	New York							
O'Melveny & Myers	Los Angeles							
McDermott Will	Chicago							
Reed Smith	Pittsburgh							
Dentons	N/A**							
Jeffer Mangels	Los Angeles	126	\$675	\$600	\$560			
Sheppard Mullin	Los Angeles							
Alston & Bird	Atlanta							
Foley Hoag	Boston							

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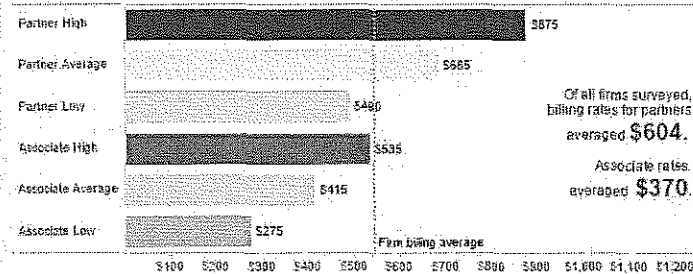
NLJ'S BILLING SURVEY

Select a Firm:

Robinson & Cole
Rutan & Tucker
Saul Ewing
Sedgwick
Seward & Kiesel
Seifarth Shaw
Sheppard Mullin
Shumaker Loop
Shults & Bowen
Skadden, Arps
Snel & Wiener
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

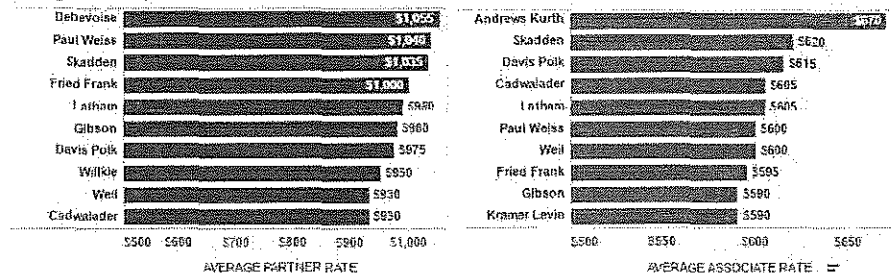


By the Numbers: The Firms Report Their Billing Rates

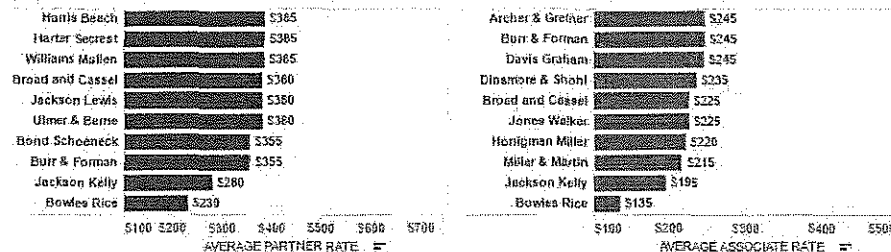
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Jeffrey Mergels	Los Angeles							
Sheppard Mullin	Los Angeles	521	\$875	\$685	\$480	\$535	\$415	\$275
Alston & Bird	Atlanta							
Foley Hoag	Boston							
Haynes and Boone	Dallas							
Patton Boggs	Washington							
Wiley Rein	Washington							
Richards Layton	Wilmington, Del.							
Venable	Washington							
Greenberg Traurig	New York							
Squire Sanders	Cleveland							
Arent Fox	Washington							
Blank Rome	Philadelphia							
Kelley Drye	New York							

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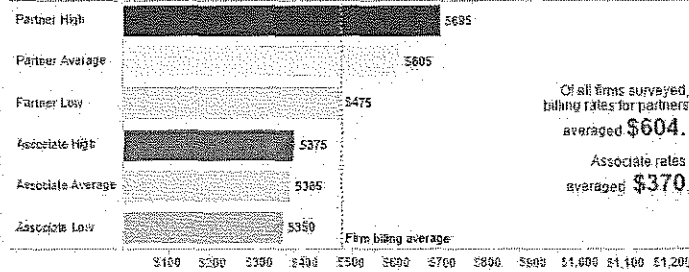
NLJ'S BILLING SURVEY

Select a Firm

- ☐ Bakard Spahr
- ☐ Barnes & Thornburg
- ☐ Benesch Friedlander
- ☐ Best Best
- ☐ Bingham McCutchen
- ☐ Blank Rome
- ☐ Bond Schoenack
- ☐ 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

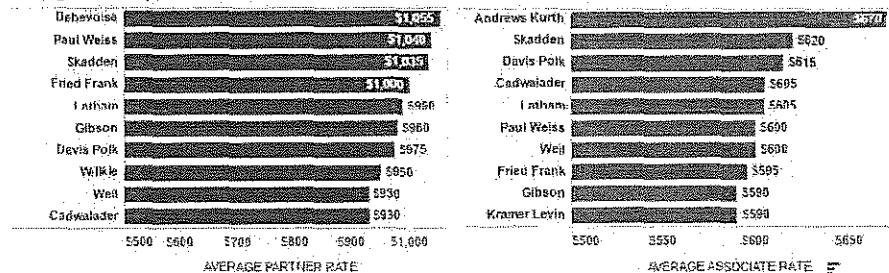


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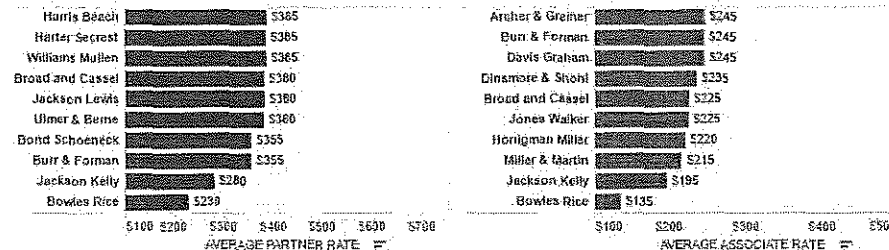
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Seyfarth Shaw	Chicago							
Buchalter Nemer	Los Angeles	134	\$695	\$605	\$475	\$375	\$365	\$350
Carlton Fields	Tampa, Fla.							
Foley & Lardner	Minneapolis							
Perkins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

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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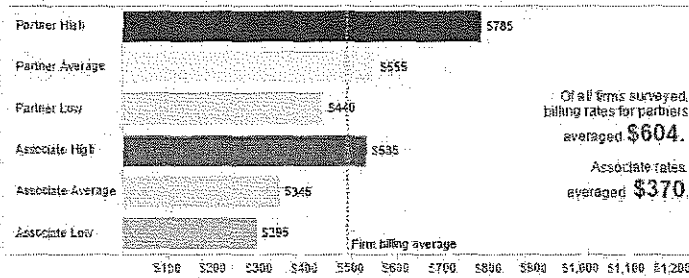
NLJ'S BILLING SURVEY

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

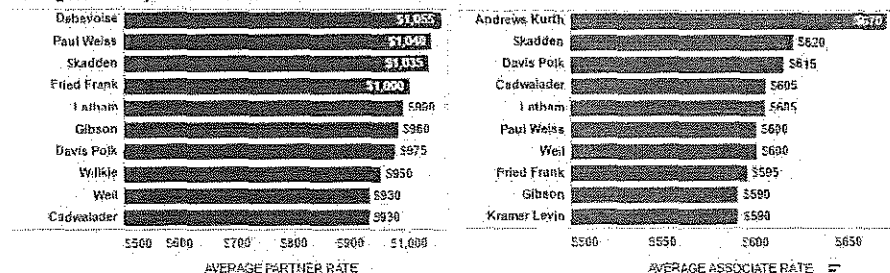


By the Numbers: The Firms Report Their Billing Rates

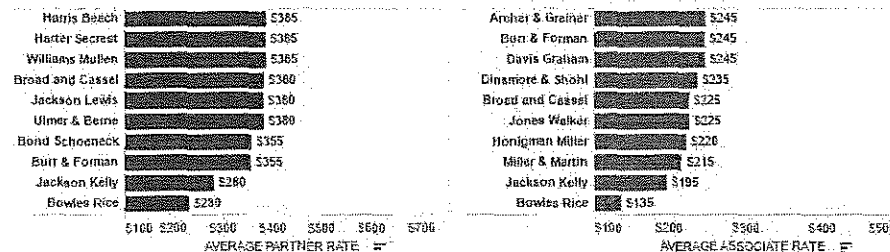
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Gibbons	Hewlett, N.J.							
Coxen O'Connor	Philadelphia							
Knobbe Martens	Irvine, Calif.	268	\$785	\$555	\$440	\$535	\$345	\$285
Kilpatrick Townsend	Atlanta							
Littler Mendelson	San Francisco							
Edward's Wildman	Boston							
Thompson & Knight	Dallas							
Fox Rothschild	Philadelphia							
McCarter & English	Hewlett, N.J.							
McKenna Long	Atlanta							
Saul Ewing	Philadelphia							
Brownstein Hyatt	Denver							
Lindquist & Vennum	Minneapolis							
Nixon Peabody	Boston							

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

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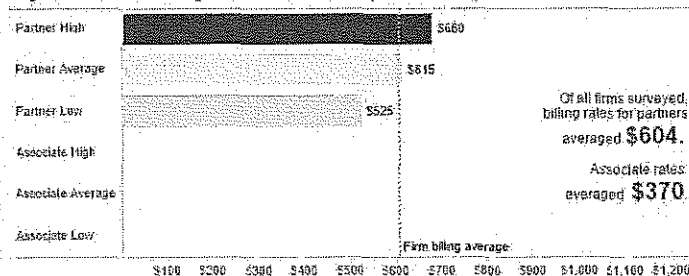
NLJ'S BILLING SURVEY

Select a Firm

- ☐ Adams and Reese
- ☐ Alston Senterfitt
- ☐ Akin Gump
- ☒ Allen Matkins
- ☐ Alison & Bird
- ☐ Andrews Kurth
- ☐ Archer & Greiner
- ☐ Ayres Fox
- ☐ Arnall Golden
- ☐ Arnold & Porter
- ☐ Ayres & Leis
- ☐ Baker & Hostetler
- ☐ Baker & Jickel
- ☐ Baker Donelson
- ☐ Bakard Spahr
- ☐ Barnes & Thornburg

Allen Matkins Leck Gamble Mallory & Natsis

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

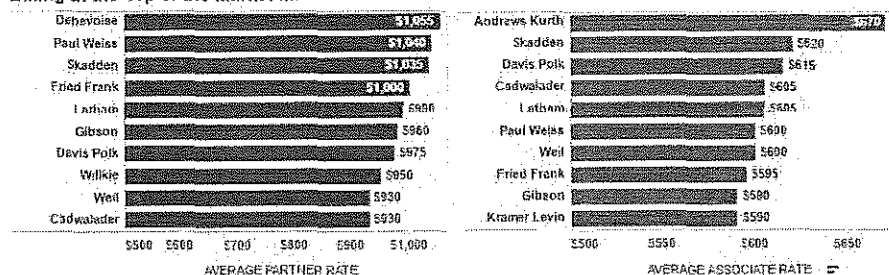


By the Numbers: The Firms Report Their Billing Rates

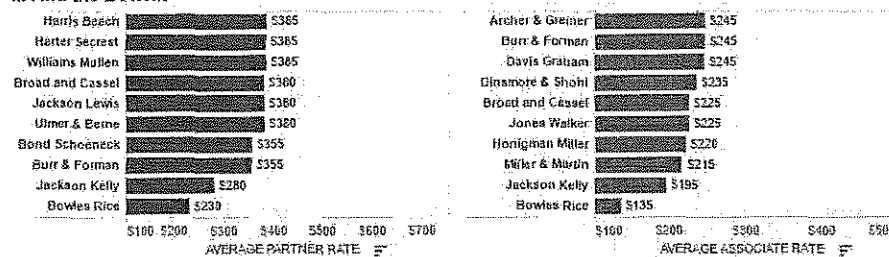
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Blank Rome	Philadelphia							
Kelley Drye	New York							
Gardere Wynne	Dallas							
Pepper Hamilton	Philadelphia							
Omick Hemington	San Francisco							
Stevens & Lee	Reading, Pa.							
Duane Morris	Philadelphia							
Morgan Lewis	Philadelphia							
Troutman Sanders	Atlanta							
Allen Matkins	Los Angeles	187	\$680	\$615	\$525			
Katten Muchin	Chicago							
Lowenstein Sandler	Roseland, N.J.							
Szyfarth Shaw	Chicago							
Buchalter Nemer	Los Angeles							

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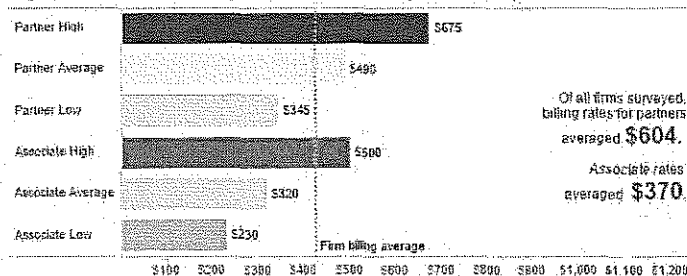
NLJ'S BILLING SURVEY

Select a Firm

Pepper Hamilton
Perkins Cole
Pillsbury Winthrop
Pioneer
Proskauer Rose
Quarles & Brady
Cunniff Emanuel
Reed Smith
Richard 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

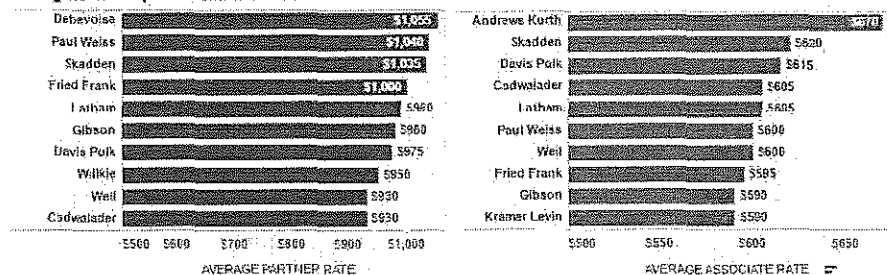


By the Numbers: The Firms Report Their Billing Rates

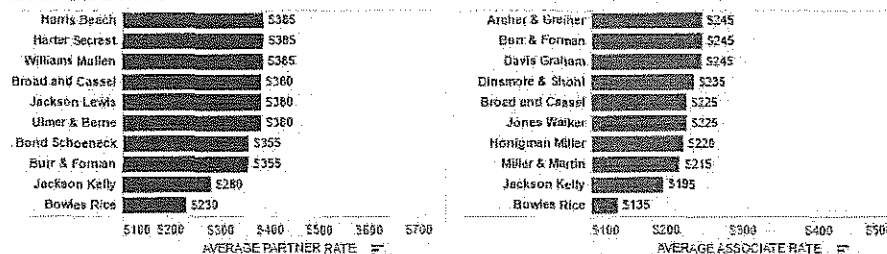
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Arnall Golden	Atlanta							
Rutan & Tucker	Costa Mesa, Calif.	139	\$675	\$490	\$345	\$500	\$320	\$230
Akerman Senterfitt	Atlanta							
Barnes & Thornburg	Indianapolis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

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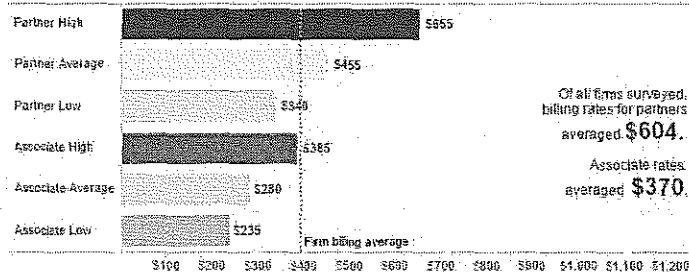
NLJ'S BILLING SURVEY

Select a Firm

☐ Alison & Bro
☐ Andrews Kurth
☐ Archer & Greiner
☐ Arent Fox
☐ Arnall Golden
☐ Arnold & Porter
☐ Aronson & 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

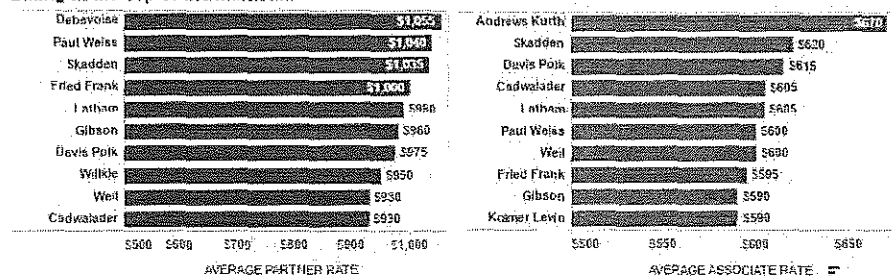


By the Numbers: The Firms Report Their Billing Rates

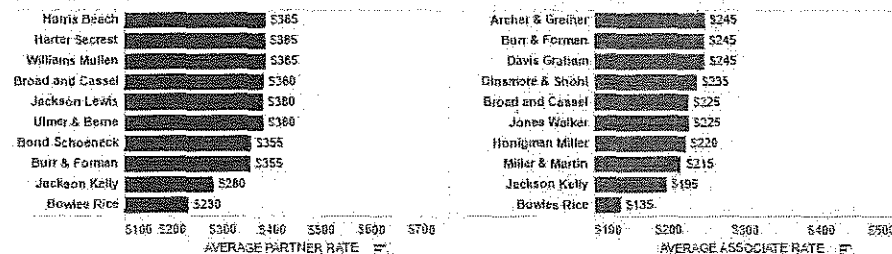
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Quarles & Brady	Kennesaw							
Arnstein & Lehr	Chicago							
Waller Lansden	Nashville, Tenn.							
Benesch Friedlander	Cleveland							
Best Best	Riverside, Calif.	175	\$655	\$455	\$340	\$385	\$250	\$235
Feagre Baker	Minneapolis							
Riker Danzig	Hartford, Conn.							
Baker & Hostetler	Cleveland							
Ice Miller	Indianapolis							
Parker Poe	Charlotte, N.C.							
Michael Best	Milwaukee							
Butzel Long	Bloomfield Hills, Mich.							
McElroy Deutsch	Morrisville, N.J.							
Thompson Coburn	St. Louis							

FTE 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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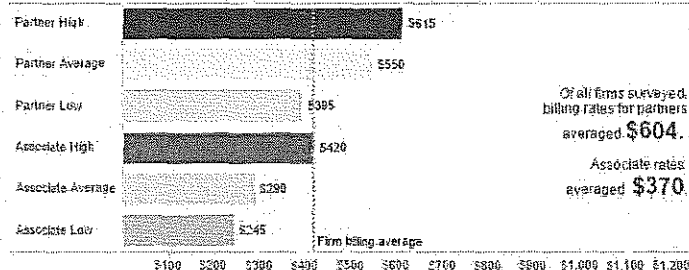
NLJ'S BILLING SURVEY

Select a Firm

- ☐ Latham & Watkins
- ☐ Lathrop & Gage
- ☐ Leonard Street
- ☐ Lord Roca
- ☐ Lindquist & Vennum
- ☒ Littler Mendelson
- ☐ Lovénstein Sandler
- ☐ Manatt Phelps
- ☐ McCarter & English
- ☐ McDermott Will
- ☐ McCreary Deutsch
- ☐ McGuire Woods
- ☐ McKenna Long
- ☐ Michael Best
- ☐ Niles & Stockbridge
- ☐ Miller & Martin

Littler Mendelson

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

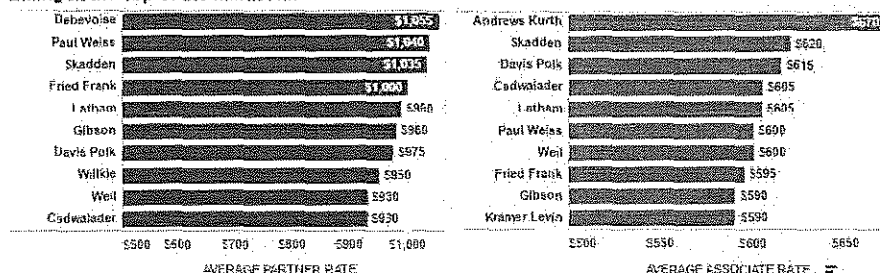


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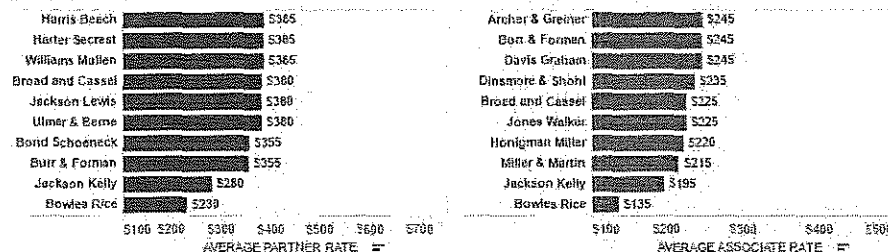
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Gilbertson	Newark, N.J.							
Cozen O'Connor	Philadelphia							
Knobbe Martens	Irvine, Calif.							
Kilpatrick Townsend	Atlanta							
Littler Mendelson	San Francisco	909	\$615	\$550	\$395	\$420	\$290	\$245
Edwards Wildman	Boston							
Thompson & Knight	Dallas							
Fox Rothschild	Philadelphia							
McCarter & English	Newark, N.J.							
McKenna Long	Atlanta							
Saul Ewing	Philadelphia							
Brownstein Hyatt	Denver							
Lindquist & Vennum	Minneapolis							
Nixon Peabody	Boston							

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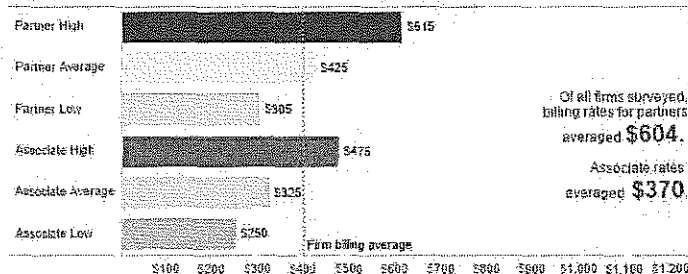
NLJ'S BILLING SURVEY

Select a Firm

- ☐ Pepper Hamilton
- ☐ Perlino Cole
- ☐ Pillsbury Winthrop
- ☐ Potomac
- ☐ Proskauer Rose
- ☐ Quarles & Brady
- ☐ Quinn Emanuel
- ☐ Reed Smith
- ☐ Richards Layton
- ☐ Riker Danzig
- ☐ Robinson & Cole
- ☐ Rutan & Tucker
- ☐ Saul Eving
- ☒ Sedgwick
- ☐ Seyward & Kiesel
- ☐ Seyfarth Shaw

Sedgwick

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

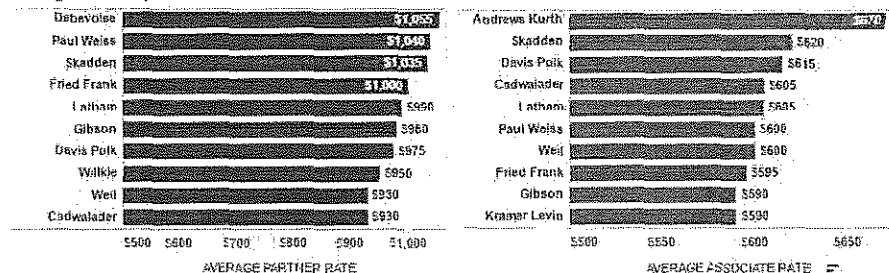


By the Numbers: The Firms Report Their Billing Rates

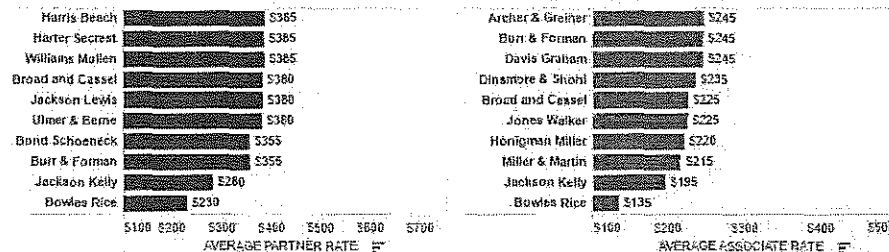
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Pepper Hamilton	Denver							
Bradley Arant	Birmingham, Ala.							
Husch Blackwell	St. Louis							
Lane Powell	Seattle							
Shutts & Bowen	Miami							
Connell Foley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

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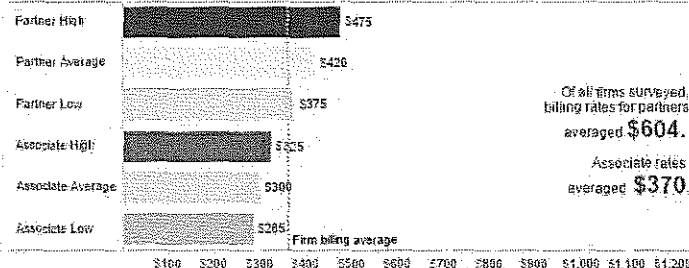
NLJ'S BILLING SURVEY

Select a Firm

- ☐ Dorsey & Whitney
- ☐ Diane Morris
- ☐ Edwards Wildman
- ☐ Faegre Baker
- ☐ Foley & Lardner
- ☐ Foley Hoag
- ☐ Fox Rothschild
- ☐ Fried Frank
- ☐ Gardner Whynne
- ☐ Gibbons
- ☐ Gibson Dunn
- ☒ Gordon & Rees
- ☐ Greenberg Traut
- ☐ Harris Beach
- ☐ Harter Secrest

Gordon & Rees

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

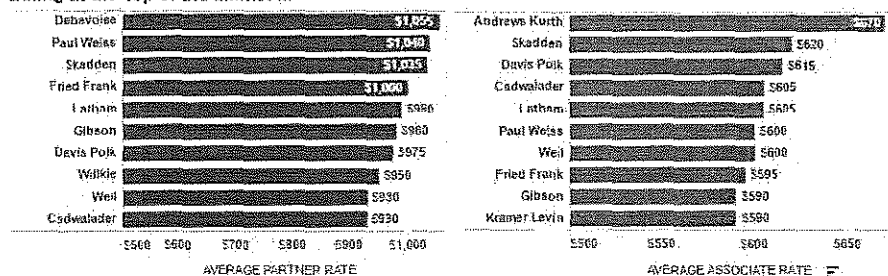


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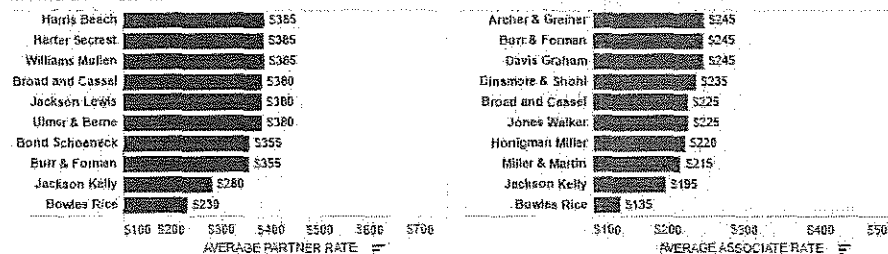
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Debevoise & Plim	London							
Bradley Arant	Birmingham, Ala.							
Husch Blackwell	St. Louis							
Lane Powell	Seattle							
Shutts & Bowen	Miami							
Cornell Foley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

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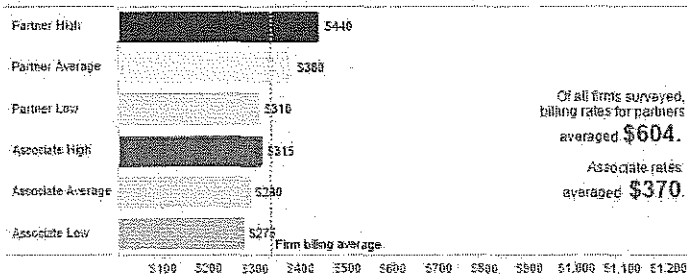
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Select a Firm

[Harris Beach](#)
[Harter Secrest](#)
[Haynes and Boone](#)
[Hogan Lovells](#)
[Holand & Mori](#)
[Holand & Knight](#)
[Honigman Miller](#)
[Hughes Hubbard](#)
[Husch Blackwell](#)
[Ice Miller](#)
[Irrell & Manabe](#)
[Jackson Kelly](#)
[Jackson Lewis](#)
[Jackson Walker](#)
[Jeffer Mangels](#)
[Jenner & Block](#)

Jackson Lewis

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

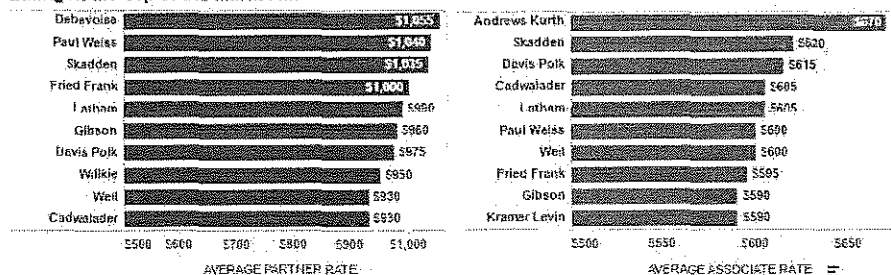


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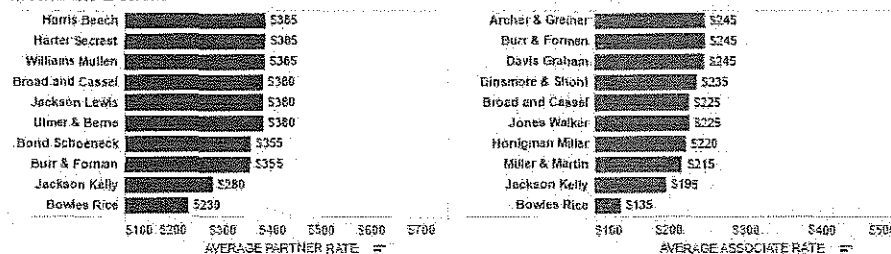
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Honigman Miller	Detroit							
Varnum	Grand Rapids, Mich.							
Harris Beach	Rochester, N.Y.							
Harter Secrest	Rochester, N.Y.							
Jones Walker	New Orleans				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

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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.

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

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)

Baich & 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 & Vennium (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)

Steptoe & Johnson LLP (506), Washington

Partners \$350-\$895 (average \$591, median \$580)

Associates \$210-\$685 (average \$384, median \$395)

Firmwide (average \$477, median \$470)

Steptoe & Johnson PLLC (182), Clarksburg, W.Va.

Partners \$200-\$325

Associates \$170-\$250

Stinson Morrison Hecker (324), Kansas City, Mo.

Partners \$275-\$680 (average \$363, median \$373)

Associates \$190-\$290 (average \$224, median \$228)

Firmwide (average \$293, median \$275)

Stoel Rives (350), Portland, Ore.

Partners \$290-\$550

Associates \$170-\$365

Strasburger & Price (194), Dallas

Partners \$300-\$580

Associates \$185-\$395

Firmwide (average \$334)

Sullivan & Worcester (182), Boston

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

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

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

Sutherland Asbill & Brennan (429), Atlanta

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

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

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

Taft Stettinius & Hollister (337), Cincinnati

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

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

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

Thompson Coburn (344), St. Louis

Partners \$295-\$555

Associates \$170-\$400

Thompson Hine (396), Cleveland

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

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

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

Thompson & Knight (458), Dallas

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

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

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

Ulmer & Berne (176), Cleveland

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

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

Firmwide (average \$262)

Vedder Price (265), Chicago

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

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

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

Venable (569), Washington

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

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

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

White & Case (2,205), New York

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

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

Firmwide (average \$513)

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

Partners \$360-\$600

Associates \$215-\$375

Williams Mullen (326), Richmond, Va.

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

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

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

Winstead (281), Dallas

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

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

Firmwide (average \$390)

Winston & Strawn (1,004), Chicago

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

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

Firmwide (average \$448)

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

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

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

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

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

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

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

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

EXHIBIT 6

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
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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 2020-DCB
INCORPORATING THE 2.6% GENERAL SCHEDULE INCREASE AND A LOCALITY PAYMENT OF 30.48%
FOR THE LOCALITY PAY AREA OF WASHINGTON-BALTIMORE-ARLINGTON, DC-MD-VA-WV-PA
TOTAL INCREASE: 3.52%
EFFECTIVE JANUARY 2020

Annual Rates by Grade and Step

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$ 25,500	\$ 26,354	\$ 27,202	\$ 28,045	\$ 28,893	\$ 29,389	\$ 30,227	\$ 31,073	\$ 31,106	\$ 31,900
2	28,672	29,354	30,304	31,106	31,456	32,381	33,306	34,231	35,157	36,082
3	31,284	32,326	33,369	34,411	35,454	36,497	37,539	38,582	39,624	40,667
4	35,119	36,289	37,460	38,630	39,800	40,971	42,141	43,312	44,482	45,652
5	39,291	40,601	41,911	43,222	44,532	45,842	47,152	48,462	49,772	51,082
6	43,798	45,258	46,718	48,178	49,639	51,099	52,559	54,019	55,479	56,939
7	48,670	50,292	51,914	53,536	55,158	56,780	58,402	60,023	61,645	63,267
8	53,901	55,698	57,495	59,291	61,088	62,885	64,682	66,478	68,275	70,072
9	59,534	61,519	63,503	65,488	67,473	69,457	71,442	73,426	75,411	77,396
10	65,561	67,747	69,932	72,118	74,303	76,489	78,674	80,860	83,045	85,231
11	72,030	74,431	76,832	79,233	81,634	84,034	86,435	88,836	91,237	93,638
12	86,335	89,213	92,091	94,970	97,848	100,727	103,605	106,483	109,362	112,240
13	102,663	106,085	109,508	112,930	116,353	119,775	123,198	126,620	130,043	133,465
14	121,316	125,360	129,404	133,447	137,491	141,534	145,578	149,621	153,665	157,709
15	142,701	147,458	152,215	156,973	161,730	166,487	170,800 *	170,800 *	170,800 *	170,800 *

* 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 2020 Locality Pay Area Definitions page: <http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2020/locality-pay-area-definitions/>

EXHIBIT 8

SALARY TABLE 2020-LA
INCORPORATING THE 2.6% GENERAL SCHEDULE INCREASE AND A LOCALITY PAYMENT OF 32.41%
FOR THE LOCALITY PAY AREA OF LOS ANGELES-LONG BEACH, CA
TOTAL INCREASE: 3.33%
EFFECTIVE JANUARY 2020

Annual Rates by Grade and Step

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$ 25,877	\$ 26,744	\$ 27,605	\$ 28,460	\$ 29,321	\$ 29,824	\$ 30,674	\$ 31,532	\$ 31,567	\$ 32,372
2	29,096	29,788	30,752	31,567	31,921	32,860	33,799	34,738	35,677	36,615
3	31,747	32,805	33,863	34,920	35,978	37,036	38,094	39,152	40,210	41,268
4	35,638	36,826	38,014	39,201	40,389	41,577	42,764	43,952	45,140	46,328
5	39,873	41,202	42,531	43,861	45,190	46,520	47,849	49,178	50,508	51,837
6	44,446	45,928	47,409	48,891	50,373	51,854	53,336	54,818	56,299	57,781
7	49,390	51,036	52,682	54,328	55,974	57,620	59,265	60,911	62,557	64,203
8	54,699	56,522	58,345	60,168	61,992	63,815	65,638	67,462	69,285	71,108
9	60,415	62,429	64,443	66,457	68,471	70,484	72,498	74,512	76,526	78,540
10	66,531	68,749	70,966	73,184	75,402	77,620	79,838	82,056	84,274	86,492
11	73,096	75,532	77,968	80,405	82,841	85,277	87,714	90,150	92,586	95,023
12	87,612	90,533	93,454	96,375	99,296	102,217	105,138	108,058	110,979	113,900
13	104,182	107,655	111,128	114,601	118,074	121,547	125,020	128,493	131,966	135,440
14	123,111	127,214	131,318	135,421	139,524	143,628	147,731	151,835	155,938	160,041
15	144,812	149,639	154,467	159,295	164,122	168,950	170,800 *	170,800 *	170,800 *	170,800 *

* 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 2020 Locality Pay Area Definitions page: <http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2020/locality-pay-area-definitions/>

EXHIBIT 9

JUDICIARY SALARY PLAN
Washington-Baltimore-Arlington, DC-MD-VA-WV-PA - Table DCB
30.48% Locality Payment Included
Effective January 6, 2020

Grade	1	2	3	4	5	6	7	8	9	10
1	\$25,500	\$26,354	\$27,202	\$28,045	\$28,893	\$29,389	\$30,227	\$31,073	\$31,106	\$31,900
2	\$28,672	\$29,354	\$30,304	\$31,106	\$31,456	\$32,381	\$33,306	\$34,231	\$35,157	\$36,082
3	\$31,284	\$32,326	\$33,369	\$34,411	\$35,454	\$36,497	\$37,539	\$38,582	\$39,624	\$40,667
4	\$35,119	\$36,289	\$37,460	\$38,630	\$39,800	\$40,971	\$42,141	\$43,312	\$44,482	\$45,652
5	\$39,291	\$40,601	\$41,911	\$43,222	\$44,532	\$45,842	\$47,152	\$48,462	\$49,772	\$51,082
6	\$43,798	\$45,258	\$46,718	\$48,178	\$49,639	\$51,099	\$52,559	\$54,019	\$55,479	\$56,939
7	\$48,670	\$50,292	\$51,914	\$53,536	\$55,158	\$56,780	\$58,402	\$60,023	\$61,645	\$63,267
8	\$53,901	\$55,698	\$57,495	\$59,291	\$61,088	\$62,885	\$64,682	\$66,478	\$68,275	\$70,072
9	\$59,534	\$61,519	\$63,503	\$65,488	\$67,473	\$69,457	\$71,442	\$73,426	\$75,411	\$77,396
10	\$65,561	\$67,747	\$69,932	\$72,118	\$74,303	\$76,489	\$78,674	\$80,860	\$83,045	\$85,231
11	\$72,030	\$74,431	\$76,832	\$79,233	\$81,634	\$84,034	\$86,435	\$88,836	\$91,237	\$93,638
12	\$86,335	\$89,213	\$92,091	\$94,970	\$97,848	\$100,727	\$103,605	\$106,483	\$109,362	\$112,240
13	\$102,663	\$106,085	\$109,508	\$112,930	\$116,353	\$119,775	\$123,198	\$126,620	\$130,043	\$133,465
14	\$121,316	\$125,360	\$129,404	\$133,447	\$137,491	\$141,534	\$145,578	\$149,621	\$153,665	\$157,709
15	\$142,701	\$147,458	\$152,215	\$156,973	\$161,730	\$166,487	\$170,800 **	\$170,800 **	\$170,800 **	\$170,800 **
16	\$167,361	\$172,941	\$178,520	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *
17	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *
18	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *

* 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
32.41% Locality Payment Included
Effective January 6, 2020

Grade	1	2	3	4	5	6	7	8	9	10
1	\$25,877	\$26,744	\$27,605	\$28,460	\$29,321	\$29,824	\$30,674	\$31,532	\$31,567	\$32,372
2	\$29,096	\$29,788	\$30,752	\$31,567	\$31,921	\$32,860	\$33,799	\$34,738	\$35,677	\$36,615
3	\$31,747	\$32,805	\$33,863	\$34,920	\$35,978	\$37,036	\$38,094	\$39,152	\$40,210	\$41,268
4	\$35,638	\$36,826	\$38,014	\$39,201	\$40,389	\$41,577	\$42,764	\$43,952	\$45,140	\$46,328
5	\$39,873	\$41,202	\$42,531	\$43,861	\$45,190	\$46,520	\$47,849	\$49,178	\$50,508	\$51,837
6	\$44,446	\$45,928	\$47,409	\$48,891	\$50,373	\$51,854	\$53,336	\$54,818	\$56,299	\$57,781
7	\$49,390	\$51,036	\$52,682	\$54,328	\$55,974	\$57,620	\$59,265	\$60,911	\$62,557	\$64,203
8	\$54,699	\$56,522	\$58,345	\$60,168	\$61,992	\$63,815	\$65,638	\$67,462	\$69,285	\$71,108
9	\$60,415	\$62,429	\$64,443	\$66,457	\$68,471	\$70,484	\$72,498	\$74,512	\$76,526	\$78,540
10	\$66,531	\$68,749	\$70,966	\$73,184	\$75,402	\$77,620	\$79,838	\$82,056	\$84,274	\$86,492
11	\$73,096	\$75,532	\$77,968	\$80,405	\$82,841	\$85,277	\$87,714	\$90,150	\$92,586	\$95,023
12	\$87,612	\$90,533	\$93,454	\$96,375	\$99,296	\$102,217	\$105,138	\$108,058	\$110,979	\$113,900
13	\$104,182	\$107,655	\$111,128	\$114,601	\$118,074	\$121,547	\$125,020	\$128,493	\$131,966	\$135,440
14	\$123,111	\$127,214	\$131,318	\$135,421	\$139,524	\$143,628	\$147,731	\$151,835	\$155,938	\$160,041
15	\$144,812	\$149,639	\$154,467	\$159,295	\$164,122	\$168,950	\$170,800 **	\$170,800 **	\$170,800 **	\$170,800 **
16	\$169,837	\$175,499	\$181,161	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *
17	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *
18	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *	\$181,500 *

* 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

U.S. OFFICE OF PERSONNEL MANAGEMENT

PAY & LEAVE SALARIES & WAGES

2020 Locality Pay Area Definitions

Below is a list of the GS locality pay areas applicable in January 2020 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 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-MA
- Albuquerque-Santa Fe-Las Vegas, NM
- Atlanta--Athens-Clarke County--Sandy Springs, GA-AL
- Austin-Round Rock, TX
- Birmingham-Hoover-Talladega, AL
- Boston-Worcester-Providence, MA-RI-NH-ME
- Buffalo-Cheektowaga, NY
- Burlington-South Burlington, VT
- 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
- Corpus Christi-Kingsville-Alice, TX
- 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
- Omaha-Council Bluffs-Fremont, NE-IA
- 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 Antonio-New Braunfels-Pearsall, TX
- San Diego-Carlsbad, CA
- San Jose-San Francisco-Oakland, CA
- Seattle-Tacoma, WA
- St. Louis-St. Charles-Farmington, MO-IL
- Tucson-Nogales, AZ
- Virginia Beach-Norfolk, VA-NC
- Washington-Baltimore-Arlington, DC-MD-VA-WV-PA
- Rest of U.S.

Alaska

PLACE NAME

FIPS

PLACE NAME**FIPS**

Mohave County, AZ

04015

[Back to Top](#)**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

San Bernardino County, CA

06071

San Luis Obispo County, CA

06079

Santa Barbara County, CA

06083

Ventura County, CA

06111

[Back to Top](#)**Miami-Fort Lauderdale-Port St. Lucie, FL****PLACE NAME****FIPS**

Broward County, FL

12011

2 **PROOF OF SERVICE**
3 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

4 I am an employee in the County of Los Angeles, State of California. I am over the age of 18
and not a party to the within action; my business address is 8889 W. Olympic Blvd., Suite 200,
5 Beverly Hills, California 90211.

6 On April 28, 2023, I served the foregoing document, described as:

7 **“DECLARATION OF MELISSA A. HUETHER IN SUPPORT OF JOINT**
8 **STIPULATION REQUESTING APPROVAL OF SETTLEMENT PURSUANT TO THE**
9 **PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”)**

on all interested parties in this action as follows:

10 *Attorneys for Defendant PLATINUM*
11 *CLEANING OF INDIANAPOLIS, LLC.:*

Jonathan Fraser Light (SBN 101049)

Jlight@lightgablerlaw.com

Michael H. Brody (SBN 238757)

Mbrody@lightgablerlaw.com

LIGHTGABLER

760 Paseo Camarillo

Suite 300

Camarillo, CA 93010

Phone: (805) 248-7377

Fax: (805) 248-7377

16 ☒ **(BY MAIL)** As follows:

17 I placed such envelope, with postage thereon prepaid, in the United States mail at Los
18 Angeles, California. I am "readily familiar" with the firm's practice of collecting and
19 processing correspondence for mailing. Under that practice, it would be deposited with the
U.S. Postal Service on that same day, with postage thereon fully prepaid, at Los Angeles,
20 California, in the ordinary course of business. I am aware that, on motion of the party served,
service is presumed invalid if the postal cancellation or postage meter date is more than one
day after the date of deposit for mailing in this affidavit.

21 ☐ **(BY PERSONAL SERVICE)** I caused such envelope to be delivered by hand to the
attorney at the offices of the addressee.

22 ☒ **(STATE)** I declare, under penalty of perjury under the laws of the State of California, that
23 the above is true and correct. Executed on April 28, 2023, at Beverly Hills, California.

24
25 _____
Rubi Martinez