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Attorneys for Plaintiffs
MARIA VENTURA and CLAUDIA GONZALEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MARIA VENTURA, on behalf of herself and
all others similarly situated,

Plaintiff,

vs.

BRAUN LINEN SERVICE, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CLAUDIA GONZALEZ, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

BRAUN LINEN SERVICE, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case Nos. 24STCV23275 (Lead Case)
25STCV10755

CLASS ACTION

*[Assigned for all purposes to the Hon.
Samantha P. Jessner, Dept. SSC-7]*

**DECLARATION OF TUVIA
KOROBKIN IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: June 22, 2026
Time: 10:00 a.m.
Dept.: SSC-7

1 I, TUVIA KOROBKIN, declare as follows:

2 1. I am an attorney at Marquee Law Group, A Professional Corporation, attorneys of
3 record (along with our co-counsel) for Plaintiffs Maria Ventura and Claudia Gonzalez
4 (“Plaintiffs”) and the proposed Settlement Class in the above-captioned matter. I am a member in
5 good standing of the bar of the State of California and am admitted to practice in this Court. I
6 have personal knowledge of the facts stated in this declaration and could testify competently to
7 them if called upon to do so.

8 2. I am a 2009 graduate of the UCLA School of Law. I was admitted to the California
9 State Bar in December 2009 after passing the bar exam on my first attempt. Since that time, I
10 have practiced almost exclusively in the area of employment litigation. From May 2010 to May
11 2014, I worked as an associate at the employment law firm of Eisenberg & Associates in Los
12 Angeles. From May 2014 to January 2016, I worked as an associate at the employment law firm
13 of Setareh Law Group in Beverly Hills. The vast majority of my work at both Eisenberg &
14 Associates and Setareh Law Group focused on representing employees in wage and hour and
15 wrongful termination actions, including wage and hour class actions. Although non-exhaustive,
16 the types of work I performed at those firms included: conducting client intakes; performing pre-
17 filing research and analysis; drafting complaints; attending court hearings; corresponding with
18 opposing counsel; drafting and responding to written discovery; taking and defending
19 depositions; analyzing payroll and timekeeping records and employee handbooks; drafting and
20 opposing a variety of motions including motions for summary judgment, motions for remand,
21 demurrers and motions to dismiss, motions to compel, motions to quash, and motions for class
22 certification; drafting mediation briefs and attending mediations; drafting long-form settlement
23 agreements; drafting motions for preliminary and final settlement approval; and overseeing the
24 claims and/or opt-out processes. I also drafted appellate briefs for the California Court of Appeal
25 and the Ninth Circuit Court of Appeals, and argued before the California Court of Appeal, all in
26 connection with employment matters.

27 3. In February 2016 I joined Haines Law Group, APC (HLG) in El Segundo,
28 California, as an associate attorney. In December 2019 I was promoted to Partner, a position I

1 held until I resigned from HLG in July 2022. While at HLG, I performed many of the same duties
2 identified in the preceding paragraph, and I also managed junior and mid-level associates. During
3 my tenure with HLG I handled over 100 wage and hour class actions and Private Attorneys
4 General Act (“PAGA”) actions, resulting in more than \$100 million in total settlements on behalf
5 of California workers.

6 4. In July 2022 I joined Abramson Labor Group (ALG) as Senior Counsel in the
7 firm’s Class Action Department, where I grew the Class Action Department to approximately 80
8 active wage and hour class and PAGA actions throughout California. In addition to managing the
9 caseload and day-to-day operations of the Class Action Department, I supervised associate
10 attorneys and performed many of the same duties described in the two prior paragraphs.

11 5. In March 2024 I joined Marquee Law Group as Senior Counsel and Chair of the
12 Class Action Department. I currently manage and play an active role in approximately 60 active
13 wage and hour class actions and PAGA actions throughout California, and perform many of the
14 same job duties as I performed in my prior roles, in addition to supervising other attorneys’ work
15 on those cases.

16 6. The following is a non-exhaustive list of wage and hour class action settlements
17 in which I was appointed as class counsel and that have received final approval: *Bellinghausen v.*
18 *Tractor Supply Company*, Case No. 3:13-cv-02377-JSC, U.S. District Court, Northern District of
19 California, Judge Jacqueline Scott Corley presiding (granted final approval of settlement on
20 behalf of retail employees involving claims for failure to provide meal and rest periods, failure to
21 pay overtime, and other claims); *Montgomery v. Del Monte Corp.*, et al, Case No. 13C0204, Kings
22 County Superior Court, Judge James LaPorte presiding (granted final approval of settlement on
23 behalf of manufacturing employees involving claims for failure to provide meal and rest periods,
24 failure to pay overtime, and other claims); *Tesla Motors Wage and Hour Litigation*, JCCP 4792,
25 Santa Clara County Superior Court, Judge Peter H. Kirwan presiding (granted final approval of
26 settlement on behalf of automotive factory workers involving claims for failure to pay overtime,
27 failure to provide meal and rest periods, and other claims); *Nable v. TransFirst, LLC*, Case No.
28 8:15-cv-00891-DOC-JCG, U.S. District Court, Central District of California, District Judge

David O. Carter presiding (granted final approval of settlement of hybrid nationwide FLSA/California Rule 23 class action involving claims for failure to pay overtime, failure to provide meal periods, off-the-clock work, and other claims); *Kostyuk, et al v. Golden State Overnight Delivery Service, Inc.*, Case No. RG14727191, Alameda County Superior Court, Honorable Winifred Y. Smith presiding (granted final approval of settlement on behalf of courier drivers involving claims for failure to provide meal periods, failure to pay wages, and other claims); *Leverage, et al v. Traeger Pellet Grills, LLC, et al*, Case No. 4: 16-cv-00784-KAW, U.S. District Court for the Northern District of California, Judge Kandis A. Westmore presiding (granted final approval of settlement on behalf of grill demonstrators involving claims for independent contractor misclassification, unpaid minimum wages, unpaid overtime, failure to provide meal periods, failure to authorize and permit rest periods, unlawful deductions from wages, and other claims); *Rendon v. AEP Industries, Inc.*, Case No. CIVDS1621981, San Bernardino County Superior Court, Judge David S. Cohn presiding (granted final approval of settlement on behalf of non-exempt employees involving claims for unpaid wages and overtime wages, meal and rest periods, and other claims); *Orozco v. CashCall, Inc.*, Case No. 30-2017-00902026-CU-OE-CXC, Orange County Superior Court, Judge Glenda Sanders presiding (granted final approval of settlement on behalf of non-exempt employees involving claims for unpaid wages and overtime wages, meal and rest periods, and other claims); *Barrios v. Providence Hospitality Partners, LLC*, Case No. 56-2016-00484750-CU-OT-VTA, Ventura County Superior Court, Judge Vincent J. O'Neill presiding (granted final approval of settlement on behalf of non-exempt employees involving claims for unpaid wages and overtime wages, meal and rest periods, and other claims); *Rojas v. Shultz Steel Company*, Case No. BC635967, Los Angeles County Superior Court, Judge Kenneth R. Freeman presiding (granted final approval of settlement on behalf of non-exempt employees involving claims for unpaid wages and overtime wages, meal and rest periods, and other claims); *Gooding v. Vita-Mix Corp., et al*, Case No. 2:16-cv-03898-ODW, U.S. District Court for the Central District of California, Judge Otis D. Wright presiding (granted final approval of settlement on behalf of blender demonstrators involving claims for independent contractor misclassification, unpaid wages, failure to provide meal and rest periods,

1 and other claims); *Salas v. Alsco, Inc. dba Steiner Corporation, et al*, Case No. 34-2019-
2 00266950-CU-OE-GDS, Sacramento County Superior Court, Judge Christopher E. Kreuger
3 presiding (granted final approval of settlement on behalf of linen distribution employees involving
4 claims for failure to pay wages, meal and rest period violations, and other claims).

5 7. I have also moved to certify and have received an order certifying a class action
6 in multiple cases, including *Ontiveros v. Safelite Fulfillment, Inc.*, Case No. CV 15-7118-DMG
7 (RAOx), U.S. District Court, Central District of California, Honorable Dolly M. Gee presiding
8 (certifying six classes of employees for claims including rest period violations, wage statement
9 violations, meal period violations, and overtime and double-time violations); *Caudle, et al. v.*
10 *Sprint/United Management Company, et al.* Case No. C 17-06874-WHA, U.S. District Court,
11 Northern District of California, Honorable William H. Alsup presiding (certifying three classes
12 of employees for unlawful wage deduction violations, wage statement violations, and waiting
13 time violations); and *Perez, et al v. Sunbelt Rentals*, Case No. 37-2018-00026405-CU-OE-CTL,
14 San Diego County Superior Court, Hon. Eddie C. Sturgeon (certifying wage statement class).

15 8. In 2018, 2019, 2020, 2021, 2022, 2023, 2024, and 2025, Thomson Reuters
16 recognized me as a “Rising Star” in Southern California in the area of employment law in the
17 annual Super Lawyers magazine. This is an honor awarded to no more than two-and-a-half
18 percent (2.5%) of attorneys under the age of forty in Southern California each year. In 2026, I
19 was recognized by the same publication as a “Super Lawyer” in the field of employment litigation.

20 9. F. Shawn Azizollahi is a founding partner at Marquee Law Group. Mr. Azizollahi
21 has gained extensive experience representing both companies and individuals in transactional and
22 litigation matters, including employment matters, over the course of his career. For the last several
23 years, Mr. Azizollahi’s litigation practice has focused on representing plaintiffs in employment
24 matters. Mr. Azizollahi has litigated and/or managed hundreds of employment cases, including a
25 number of class actions. His active participation in this matter was integral in reaching the
26 favorable settlement outcome on behalf of the Settlement Class.

27 10. Gary S. Brotman is a senior attorney at Marquee Law Group and has been the
28 managing attorney for the firm’s employment litigation department for the last nine (9) years.

During this time, he has played an active role in expanding the litigation department to over 250 active cases, including many class and PAGA actions. Mr. Brotman is a 2011 graduate of the Drexel University Thomas R. Kline School of Law and has been admitted to the California State Bar since 2012. In each year since 2018, Mr. Brotman has been recognized as a “Rising Star” in Southern California in the area of employment law in the annual Super Lawyers magazine. As noted, this is awarded to no more than 2.5% of attorneys under 40 each year.

11. Nancy Goodes is a 2022 graduate of the USC Gould School of Law and was admitted to the California State Bar in the same year. Before joining Marquee Law Group, Ms. Goodes worked as an associate for Lawyers for Justice, where she represented employees in California wage and hour class actions. Ms. Goodes has been with Marquee Law Group since July 2023, where she continues to work exclusively representing plaintiffs in employment matters, including wage and hour claims on both an individual and class action basis. During her tenure with Marquee Law Group, Ms. Goodes has worked on over 100 different California employment matters, including many class actions.

12. As counsel for Plaintiffs and the Settlement Class, I have been intimately involved in every aspect of this case since its inception. Based on my extensive experience litigating similar wage and hour class actions, I believe the proposed Settlement is fair, reasonable and adequate for the Settlement Class. Indeed, in my experience the proposed Settlement is an exceptional result for the class. Both the average payments to Settlement Class members (approximately \$4,723.22) as well as the gross per-workweek value of the Settlement (approximately \$109) are much higher than typical wage and hour class action settlements in California.

13. The Parties in this case engaged in extensive informal discovery. In connection with mediation, Braun Linen produced timekeeping and payroll records for putative class members; its employee handbook; a class list with each employee’s hire date, termination date, and other data; applicable collective bargaining agreements; and other relevant information. My office retained an expert data analyst to analyze and extrapolate the data produced by Braun Linen. This discovery allowed the Parties to assess the merits and value of Plaintiffs’ claims and Braun Linen’ defenses.

1 14. The Parties attended a full-day mediation with Monique Ngo-Bonnici, an
2 experienced wage and hour class action mediator, on June 6, 2025, during which they vigorously
3 debated Plaintiffs' claims and Braun Linen's defenses, and the chances of certification. At the
4 conclusion of mediation, Ms. Ngo-Bonnici made a Mediator's Proposal, which was accepted by
5 the Parties and ultimately resulted in the Settlement.

6 15. While Plaintiffs are confident in the merits of their claims, Plaintiffs acknowledge
7 there were substantial risks and uncertainty in proceeding with class certification and eventual
8 trial on the merits. Braun Linen presented multiple defenses to Plaintiffs' claims, both on the
9 merits and to class certification, rendering success far from certain. The defenses asserted by
10 Braun Linen, as well as the valuation of Plaintiffs' claims in light of those defenses, are explained
11 in detail in the preliminary approval papers.

12 16. On or about February 9, 2026, this Court granted preliminary approval of the
13 proposed Settlement. As described in the accompanying declaration from Phoenix Settlement
14 Administrators, Class Notices were mailed to class members pursuant to the Settlement. No class
15 members have opted out of the Settlement, and no class members have submitted written
16 objections to the Settlement.

17 17. In my experience in wage and hour class actions similar to this one, fee awards
18 generally average around one-third of the gross recovery.

19 18. My office incurred substantial attorney fees conducting extensive pre-filing
20 investigation, analyzing potential claims, conducting legal research and analysis, engaging in
21 extensive informal discovery, reviewing voluminous documents and data produced by Braun
22 Linen, working with an expert data analyst to develop a comprehensive damages model, preparing
23 for and attending a full-day mediation, negotiating and preparing the long-form Settlement
24 Agreement, preparing the Motion for Preliminary Approval and supporting documents, providing
25 supplemental briefing requested by the Court in advance of the Preliminary Approval hearing,
26 overseeing the Notice process, fielding inquiries from Settlement Class members, assisting in
27 drafting the Final Approval documents, and otherwise litigating the case.

28 ///

1 19. Since undertaking representation of Plaintiff Ventura (and later Plaintiff
2 Gonzalez), my office and my co-counsel have borne the costs of litigation without receiving any
3 compensation for nearly two years of work. During this time, my office has expended
4 approximately \$27,039.64 in costs and has devoted substantial time to this litigation. Attached
5 hereto as **Exhibit A** is a table summarizing the costs incurred by my firm in this case, all of which
6 were reasonably incurred in the representation of Plaintiffs and the Settlement Class. (The table
7 includes \$100 in expected future Case Anywhere fees for the months of May and June 2026.) Our
8 co-counsel's costs are delineated in their separate declaration, filed concurrently herewith.

9 20. My firm's experience in similar matters, as well as our familiarity with the specific
10 relevant facts and legal issues, were integral in evaluating and prosecuting this case and in
11 negotiating the Settlement. In this case, my firm has a lodestar of approximately \$211,161.50.
12 Below is a summary showing the number of hours of work performed by each attorney in my
13 firm and paralegals in all firms on this case:

Name	Rate	Hours	Lodestar
Tuvia Korobkin (17th Year Attorney)	\$925	129.3	\$119,602.50
F. Shawn Azizollahi (17th Year Attorney)	\$925	58.9	\$54,482.50
Gary S. Brotman (14th Year Attorney)	\$795	19.5	\$15,502.50
Nancy Goodes (4th Year Attorney)	\$495	35.2	\$17,424.00
Paralegals	\$250	16.6 ¹	\$4,150.00
Totals		259.5	\$211,161.50

21 21. My firm worked on a pure contingency fee basis on this case. The proposed hourly
22 rates above are reasonable in light of my and my colleagues' experience in litigating similar
23 matters, and they are also reasonable when viewed against the hourly rates in the current *Laffey*
24 Matrix, which is attached hereto as **Exhibit B** (<http://www.laffeymatrix.com/see.html>). The
25 *Laffey* Matrix lists a reasonable hourly rate for an attorney with my, Mr. Azizollahi's, or Mr.
26 Brotman's level of experience (11th-19th year of practice) as \$1,019, lists a reasonable hourly
27

28 ¹ The number of hours listed is the cumulative total of hours worked by all paralegals at Plaintiffs' counsel's law firms (Marquee Law Group; Lidman Law, APC; Haines Law Group, APC).

1 rate for an attorney with Ms. Goodes' level of experience (4th-7th year of practice) as \$625, and
2 lists a reasonable hourly rate for paralegals at \$277.

3 22. The *Laffey* Matrix has been recognized by California courts as "a widely
4 recognized compilation of attorney rates based on various levels of experience" for the
5 Washington D.C. metro area that can be adjusted for other locales around the country. (*Theme*
6 *Promotions, Inc. v. News America Mktg. FSI, Inc.* (N.D. Cal. 2010) 731 F.Supp.2d 937, 948
7 (adjusting *Laffey* Matrix rates upward to account for higher cost of living in San Francisco area
8 than in Washington, D.C. area, based on "federal locality pay differentials"); *see also Reed v. I-*
9 *800 Contacts, Inc.* No. 12-cv-02359 JM (BGS), 2014 WL 29011 at **8-9 (S.D. Cal. Jan. 2, 2014)
10 (cross-checking requested hourly rates against the *Laffey* Matrix and finding that "the *Laffey*
11 matrix lends...further credibility" to counsel's requested hourly rates); *Pasternack v.*
12 *McCullough*, 65 Cal.App.5th 1050, 1057 fn. 5 (2021) ("The *Laffey* Matrix is a United States
13 Department of Justice billing matrix that provides billing rates for attorneys at various experience
14 levels in the Washington, D.C., area and can be adjusted to establish comparable billing rates in
15 other areas using data from the United States Bureau of Labor Statistics"); *Syers Properties III,*
16 *Inc. v. Rankin*, 226 Cal.App.4th 691, 700-702 (2014) (affirming trial court's reliance on, *inter*
17 *alia*, locally adjusted *Laffey* Matrix rates in determining reasonable hourly rates).

18 23. The Los Angeles-Long Beach area has a cost of living that is higher than the
19 Washington, D.C. Metro area, as reflected in the Office of Personnel Management ("OPM")
20 Salary Tables attached hereto as **Exhibit C**. These tables are available at:
21 <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2026/general-schedule>.
22 These tables reflect that the "Locality Payment" percentage for the Washington, D.C. area is
23 33.94%, whereas the Locality Payment for the Los Angeles-Long Beach, CA area is 36.47%.

24 24. According to the OPM website, "locality pay" is a "geographic-based percentage
25 rate that reflects pay levels for non-Federal workers in certain geographic areas as determined
26 by surveys conducted by the U.S. Bureau of Labor Statistics." (See [https://www.opm.gov/policy-](https://www.opm.gov/policy-data-oversight/pay-leave/pay-systems/general-schedule/)
27 [data-oversight/pay-leave/pay-systems/general-schedule/](https://www.opm.gov/policy-data-oversight/pay-leave/pay-systems/general-schedule/), last visited May 26, 2026). Locality pay
28 is thus a reasonable gauge of the relative cost of living in different locales across the country.

1 25. Given that the locality pay for Los Angeles-Long Beach is higher than the locality
2 pay for Washington, D.C., the rates in the *Laffey* Matrix would need to be adjusted upwards to
3 reflect the cost of living in this locale. (For example, the rate for an attorney with 11-19 years
4 experience – applicable to Mr. Azizollahi, Mr. Brotman, and me – would be increased to
5 approximately \$1,095, and the rate for an attorney with 4-7 years of experience, such as Ms.
6 Goodes, would be increased to approximately \$672.) But even without making these upward
7 adjustments, the rates requested herein are significantly below the rates in the *Laffey* Matrix for
8 attorneys with similar levels of experience.

9 26. The fact that my firm (with around 10 lawyers) is relatively small when compared
10 to larger, national firms does not warrant a downward adjustment to my or my colleagues' hourly
11 rates. As the Ninth Circuit recently recognized, "A firm's small size should not automatically
12 result in its attorneys receiving a reduced hourly rate. A firm's size does not directly bear on the
13 factors we must consider when awarding fees—the lawyers' skill, experience, and reputation.
14 [Citation.] Indeed, some of the most skillful, experienced, and reputable attorneys strike out on
15 their own or with several colleagues." *LA International Corp. v. Prestige Brands Holdings, Inc.*,
16 168 F.4th 608, 626 (9th Cir. 2026).

17 27. The number of hours worked on this case is also reasonable. A total of 259.5 hours
18 incurred by my firm since Ms. Ventura first retained my firm in May 2024, comes to an average
19 of just over 2 hours per week collectively expended by my firm on this case through the date of
20 final approval in June 2026. This reflects a significant amount of time and resources devoted to
21 this matter, from pre-litigation research to drafting the instant final approval papers. However,
22 Class Counsel did not burden the Court with unnecessary motion work, *ex parte* applications, or
23 discovery disputes. We instead litigated the case ably and efficiently, resulting in a very positive
24 result for the Class.

25 28. As noted in the accompanying Motion, the Settlement represents an excellent
26 result. Settlement Class members will receive over \$4,700 on average, and none of the more than
27 600 class members has objected to any portion of the Settlement. Class Counsel deserve to be
28 compensated for the strong result they achieved for the Settlement Class.

1 29. Plaintiffs seek incentive payments of \$10,000 each. I believe this request is
2 reasonable given Plaintiffs' efforts in this case and the risks they undertook on behalf of
3 Settlement Class members. They were integral in the prosecution of this action, by among other
4 things, gathering documents for use in this lawsuit, providing factual information to my firm and
5 my co-counsel regarding their claims, and discussing the claims in this case, case strategy, and
6 Braun Linen's wage and hour practices and policies with counsel. Moreover, by their participation
7 in this lawsuit, Plaintiffs exposed themselves to risk of retaliation by current and potential future
8 employers who may learn of the lawsuit. In addition, this litigation has been pending for nearly 2
9 years, and during this time Plaintiffs have not received any compensation from this litigation.
10 Moreover, by the time the Settlement is fully funded in approximately June 2027, nearly 3 years
11 will have passed since this litigation was initially filed. If Plaintiffs had instead pursued their
12 claims individually – rather than as a class action that benefits over 600 other employees – they
13 may have received payment more quickly. In other words, Plaintiffs sacrificed the potential for a
14 quick settlement for the benefit of more than 600 of their fellow class members. Such sacrifice
15 deserves reward. Finally, the requested incentive payments, even *combined*, equate to just 0.4%
16 of the Gross Settlement Amount, and no Settlement Class member has objected to the incentive
17 payments. For all of these reasons, I respectfully submit that the requested incentive payments of
18 \$10,000 each are reasonable for the named Plaintiffs.

19 I declare under penalty of perjury under the laws of the State of California that the
20 foregoing is true and correct. Executed on May 28, 2026 at Beverly Hills, California.

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22 

23 Tuvia Korobkin
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EXHIBIT A

Costs Table – *Ventura et al v. Braun Linen Service, Inc.*

Marquee Law Group, APC

Cost Category	Amount
Court Filing, Service, and Jury Fees	\$2,258.38
Case Anywhere Fees (incl. \$100.00 anticipated for May/June 2026)	\$1,120.47
Court Document Download Fees	\$6.00
PAGA Filing Fee	\$75.00
Mediation Fee	\$12,941.25
Data Expert Fee	\$8,235.00
Forensic Accountant Expert Fee	\$2,372.50
Postage and Copies	\$31.04
Total	\$27,039.64

EXHIBIT B

LAFFEY MATRIX

[History](#)
[Case Law](#)
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	\$277	\$508	\$625	\$902	\$1,019	\$1,227
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1,141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1,057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406

6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

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

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

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

EXHIBIT C

Salary Table 2026-DCB
Incorporating the 1% General Schedule Increase and a Locality Payment of 33.94%
For the Locality Pay Area of Washington-Baltimore-Arlington, DC-MD-VA-WV-PA
Total Increase: 1%
Effective January 2026

Annual Rates by Grade and Step

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$ 30,249	\$ 31,263	\$ 32,269	\$ 33,271	\$ 34,274	\$ 34,862	\$ 35,857	\$ 36,859	\$ 36,900	\$ 37,835
2	34,011	34,820	35,948	36,900	37,313	38,410	39,507	40,604	41,701	42,798
3	37,112	38,350	39,587	40,825	42,063	43,300	44,538	45,775	47,013	48,251
4	41,659	43,048	44,437	45,826	47,215	48,604	49,993	51,382	52,771	54,160
5	46,610	48,163	49,717	51,271	52,825	54,378	55,932	57,486	59,039	60,593
6	51,957	53,689	55,420	57,152	58,884	60,616	62,348	64,080	65,811	67,543
7	57,736	59,661	61,586	63,510	65,435	67,360	69,284	71,209	73,134	75,059
8	63,940	66,071	68,202	70,333	72,464	74,595	76,726	78,857	80,988	83,119
9	70,623	72,977	75,332	77,687	80,041	82,396	84,751	87,105	89,460	91,815
10	77,771	80,363	82,954	85,546	88,138	90,730	93,321	95,913	98,505	101,097
11	85,447	88,296	91,145	93,994	96,843	99,692	102,540	105,389	108,238	111,087
12	102,415	105,829	109,243	112,657	116,071	119,485	122,899	126,313	129,728	133,142
13	121,785	125,845	129,904	133,964	138,024	142,084	146,143	150,203	154,263	158,322
14	143,913	148,711	153,509	158,306	163,104	167,902	172,700	177,497	182,295	187,093
15	169,279	174,922	180,565	186,207	191,850	197,200 *	197,200 *	197,200 *	197,200 *	197,200 *

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

Applicable locations are shown on the 2026 Locality Pay Area Definitions page:

<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2026/locality-pay-area-definitions/>

Salary Table 2026-LA
Incorporating the 1% General Schedule Increase and a Locality Payment of 36.47%
For the Locality Pay Area of Los Angeles-Long Beach, CA
Total Increase: 1%
Effective January 2026

Annual Rates by Grade and Step

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$ 30,820	\$ 31,853	\$ 32,878	\$ 33,899	\$ 34,921	\$ 35,520	\$ 36,534	\$ 37,555	\$ 37,597	\$ 38,550
2	34,654	35,478	36,627	37,597	38,018	39,136	40,253	41,371	42,489	43,606
3	37,813	39,074	40,335	41,596	42,857	44,118	45,379	46,640	47,901	49,162
4	42,446	43,861	45,277	46,692	48,107	49,522	50,937	52,353	53,768	55,183
5	47,490	49,073	50,656	52,239	53,822	55,405	56,989	58,572	60,155	61,738
6	52,938	54,703	56,467	58,232	59,996	61,761	63,525	65,290	67,055	68,819
7	58,827	60,788	62,749	64,710	66,671	68,632	70,593	72,554	74,515	76,476
8	65,148	67,319	69,491	71,662	73,833	76,004	78,175	80,347	82,518	84,689
9	71,957	74,356	76,755	79,154	81,553	83,952	86,351	88,751	91,150	93,549
10	79,240	81,881	84,521	87,162	89,803	92,443	95,084	97,725	100,365	103,006
11	87,061	89,964	92,866	95,769	98,672	101,575	104,477	107,380	110,283	113,185
12	104,349	107,828	111,306	114,785	118,264	121,742	125,221	128,699	132,178	135,657
13	124,085	128,222	132,358	136,495	140,631	144,767	148,904	153,040	157,177	161,313
14	146,632	151,520	156,408	161,297	166,185	171,073	175,962	180,850	185,738	190,627
15	172,476	178,226	183,975	189,725	195,474	197,200 *	197,200 *	197,200 *	197,200 *	197,200 *

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

Applicable locations are shown on the 2026 Locality Pay Area Definitions page:

<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2026/locality-pay-area-definitions/>