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an individual on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

MARK A. FLETCHER, an individual, on
behalf of himself and others similarly
situated,

Plaintiff,

vs.

HEBREW HOME FOR AGED
DISABLED, a California nonprofit
corporation; SAN FRANCISCO CAMPUS
FOR JEWISH LIVING, a California entity
form unknown; JEWISH HOME AND
SENIOR LIVING FOUNDATION, a
California nonprofit corporation; and DOES
1 through 50, inclusive,

Defendants.

Case No. CGC-23-603795

CLASS ACTION

Assigned for All Purposes To:
Honorable Jeffrey S. Ross
Department 606

**DECLARATION OF ENOCH J. KIM IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF JOINT STIPULATION OF
CLASS AND PAGA ACTION SETTLEMENT
AGREEMENT, ATTORNEYS' FEES AND
EXPENSES, AND SERVICE AWARD**

Date: September 25, 2023
Time: 10:00 a.m.
Dept.: 606

Original Complaint Filed: January 4, 2023
First Amended Complaint Filed: March 9, 2023
Trial Date: None Set

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DECLARATION OF ENOCH J. KIM

I, Enoch J. Kim, declare as follows:

1. I am an attorney licensed and admitted to practice before all courts of the State of California and the United States District Courts for the Central, Southern, Eastern and Northern Districts of California. I have personal knowledge of the facts herein, and if called as a witness I could and would competently testify to them.

2. I am Senior Counsel at D.Law, Inc., and counsel for Plaintiff Mark A. Fletcher ("Plaintiff" or "Class Representative") on behalf of similarly situated employees of Defendants Hebrew Home for Aged Disabled, San Francisco Campus for Jewish Living, and Jewish Home and Senior Living Foundation ("Defendants") (collectively, "the Parties"). I was admitted to the California Bar in December 2008. I received my J.D. from Pepperdine University School of Law and B.S. from the University of Southern California. Since graduating from law school, I have dedicated virtually my entire career on the practice of employment law. I have practiced employment law from the plaintiff's side, from the defense side, and from an in-house position. I have significant experience specifically working on wage and hour class actions from the plaintiff's side as well as the defense side, with the majority of my experience coming from the plaintiff's side.

3. This Declaration is offered in support of Plaintiff's Motion for Final Approval of Joint Stipulation of Class and PAGA Action Settlement Agreement, Attorneys' Fees and Expenses, and Service Award ("Motion").

CASE HISTORY

4. On January 4, 2023, Plaintiff Mark A. Fletcher commenced a class action by filing a Complaint alleging ten causes of action against Defendants for: (1) Failure to Pay Minimum Wages and for All Hours Worked; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Violation of Labor Code § 226(a); (6) Violation of Labor Code § 221; (7) Violation of Labor Code § 204; (8) Violation of Labor Code § 203; (9) Failure to Reimburse

1 Necessary Business Expenses under Labor Code § 2802; and (10) Violation of Business and
2 Professions Code § 17200 *et seq.* (the “Action”). Plaintiff gave timely written notice to
3 Defendants and California’s Labor and Workforce Development Agency (“LWDA”) by sending
4 his PAGA Notice Letter on January 3, 2023 (LWDA-CM-927304-23). On March 9, 2023, after
5 the 65-day statutory period had passed, Plaintiff filed his First Amended Complaint on March 9,
6 2023, which added an eleventh cause of action for penalties under PAGA, Labor Code § 2698.

7 5. After exchanging and reviewing informal discovery and participating in mediation,
8 the Parties reached a settlement. As part of the Parties’ settlement, Plaintiff agreed to file a Second
9 Amended Complaint to allege an additional cause of action for failure to pay proper sick pay
10 under Labor Code § 246 as alleged in Plaintiff’s January 3, 2023, PAGA Notice Letter. After the
11 Court granted the Parties’ Joint Stipulation for Leave to File Plaintiff’s Second Amended Class
12 and Representative Action Complaint, Plaintiff filed a Second Amended Class Action Complaint
13 on April 4, 2025 (“Operative Complaint”). On May 24, 2025, this Court entered an Order
14 Granting Preliminary Approval of Settlement (“Preliminary Approval Order”). On June 23, 2025,
15 prior to Defendants timely providing the Class Data to the Settlement Administrator, Defendants
16 discovered that the number of Class Members slightly increased compared to the number of Class
17 Members provided to Plaintiff prior to the entry of the Preliminary Approval Order. The number
18 of Class Members increased from 2,263 to 2,286, resulting in an overall updated increase of
19 57.4% from the original estimated class size of 1,452. Defendants elected to increase the Gross
20 Settlement Amount under the escalator clause and the Gross Settlement Amount increased by
21 \$237,000.00 and is now \$737,000.00.

22 6. The Settlement is the product of extensive arm’s-length negotiations between the
23 Parties. The Parties are represented by experienced class action attorneys. In order to reach the
24 Settlement, the Parties debated and discussed many difficult legal and factual issues. Moreover,
25 during the process, the Parties were required to make reasonable compromises in light of the facts,
26 issues, and risks presented in this Action. Class Counsel considered the uncertainty and risks of
27 further litigation, and the difficulties inherent in such litigation. Class Counsel also considered the
28 burdens of proof necessary to establish liability against Defendants and Defendants’ defenses, the

length and complexity of the trial itself, and the risks of further delays and expenses arising from possible appeals. Defendants contend that the Class would not be able to establish its entitlement to the full extent of the relief it is seeking, and promised to mount a vigorous defense. On the other hand, Plaintiff believes that there is ample evidence to support the class allegations. Assessment of all of these factors indicated that the best interests of Class Members would be served by a settlement of this Action in the manner and upon the terms set forth in the Parties' Joint Stipulation of Class and PAGA Action Settlement Agreement, Amendment to Joint Stipulation of Class Action Settlement and Release of Claims, and Second Amendment to Stipulation of Class Action Settlement and Release of Claims (together, "Settlement Agreement" or "Settlement").

7. To reiterate, under the terms of the proposed Settlement, the amount available for distribution to Class Members who do not opt-out of the Settlement is \$737,000.00 (inclusive of the escalator) less the following deductions: (1) up to \$166,666.67 to Class Counsel for attorneys' fees; (2) \$10,870.11 to Class Counsel for reimbursement of actual costs incurred in prosecuting the Action; (3) up to \$10,000.00 to Plaintiff Mark A. Fletcher for the Class Representative Service Award; (4) up to \$24,000.00 for Settlement Administrator Costs to Apex Class Action ("Apex"); and (5) the PAGA Payment of \$20,000.00 for claims asserted under California's Private Attorneys General Act ("PAGA"), of which 75% will be payable to the LWDA and 25% will be payable to the PAGA Employees on a *pro rata* basis ("PAGA Settlement Payment").

8. From my experience in wage and hour litigation, the present Settlement has resulted in a substantial benefit to Class Members. In fact, the highest Individual Settlement Payment to a Settlement Class Member is currently estimated to be approximately \$741.34, the average Individual Settlement Payment is currently estimated to be approximately \$221.11, and the lowest Individual Settlement Payment is currently estimated to be approximately \$2.24. (Declaration of Stacey Shim, filed concurrently herewith ("Shim Decl."), ¶ 16.)¹

SETTLEMENT ADMINISTRATION

9. The settlement administration was fairly settled and administered. After the Court entered the Preliminary Approval Order and the July 3, 2025, Order granting the Parties' joint

¹ These calculations are based on Class Counsel's actual costs of \$10,870.11.

1 stipulation to amend the Notice, on July 11, 2025, Apex sent the Notice to all 2,286 Class
2 Members' last-known mailing addresses using U.S. First Class Mail, and made significant efforts
3 to locate Class Members, including performing skip traces on those employees who could not be
4 located. (Shim Decl., ¶¶ 6 – 8).

5 10. Of the 2,286 Class Members who were sent the Notice, Apex received 106
6 returned Notices as undeliverable. (*Id.* at ¶ 8.) Apex conducted a computerized skip trace on
7 the 106 returned Notices in order to acquire updated addresses for the purpose of re-mailing
8 the Notice. (*Id.*) The skip trace effort resulted in obtaining 85 updated addresses, to which
9 Apex promptly re-mailed the Notices via U.S. First Class Mail. (*Id.*) As of the date of the
10 Settlement Administrator's declaration, there have been 85 Notices re-mailed as a result of
11 Apex's skip tracing efforts, and 21 Notices have been considered undeliverable as no updated
12 address was found despite conducting skip tracing. (*Id.* at ¶ 9.)

13 11. Notices were distributed in accordance with the Court's Preliminary Approval
14 Order, and the response was excellent. Here, the deadline for submitting a Request for
15 Exclusion from the Settlement, disputing the number of Qualified Workweeks, and objecting
16 to the Settlement was August 25, 2025. (Shim Decl., ¶¶ 11 – 13). As of the deadline, **zero**
17 **Class Members objected** to the Settlement, **zero disputed** the number of Qualified
18 Workweeks, and **zero opted out** of the Settlement. (*Id.*) Therefore, there is a total of 2,286
19 Settlement Class Members. (*Id.* at ¶ 14.)

20 12. The fact that there was a 100% participation rate indicates that the persons most
21 affected by Defendants' alleged practices and who stand to benefit most from the Settlement
22 agree that this is an outstanding result and a strong indication that the Settlement is fair and
23 adequate, and that Class Members found it to be so.

24 13. Apex requests a Settlement Administrator Costs payment of \$24,000.00. (*Id.* at
25 ¶ 19.)

26 **REQUEST FOR ATTORNEYS' FEES AND COSTS**

27 14. The preliminarily approved Settlement calls for the payment of up to \$166,666.67
28 in attorneys' fees, plus up to \$15,000.00 of Class Counsel's costs (Class Counsel's actual costs in

1 this matter are \$10,870.11, which is less than the allocated amount in the Settlement Agreement).
2 This request is fair, reasonable, and adequate to compensate Class Counsel for the substantial
3 work they have put into this case and the risk they assumed by taking it in the first place. The
4 attorneys' fees award is intended to reimburse Class Counsel for all uncompensated work that they
5 have already done and for all the work they will continue to do in carrying out and overseeing the
6 administration of the Settlement. To provide the Court with an overview of the work done by
7 Class Counsel in this case, Class Counsel's contemporaneous time records substantiating the
8 306.40 hours worked is attached hereto as **Exhibit 1**. This detailed summary is intended to provide
9 the Court with sufficient detail to of the tasks performed in connection with specific motions,
10 events, or phases that track the progress of the litigation from our initial investigation through
11 settlement.

12 **The Lodestar Method**

13 15. Class Counsel's lodestar calculation supports the requested attorneys' fees. The
14 lodestar calculation typically proceeds in three steps. First, a trial court must determine a baseline
15 guide or "lodestar" figure based on the time spent and reasonable hourly compensation for each
16 attorney involved in the case. *Serrano v. Priest* (1975) 20 Cal.3d 25, 48. The court then sets a
17 reasonable hourly fee to apply to the time expended, with reference to the prevailing rates in the
18 geographical area in which the action is pending. *Bihun v. AT&T Information System* (1993) 13
19 Cal.App.4th 976, 997. Finally, a "multiplier" is selected with reference to the following factors:
20 (1) the novelty and difficulty of issues involved, (2) the skill displayed in presenting them, (3) the
21 extent to which the nature of the litigation precluded other employment by the attorneys, and (4)
22 the contingent nature of the fee award, based on the uncertainty of prevailing on the merits and of
23 establishing eligibility for the award. *Serrano, supra*, 20 Cal.App.3d at 49.

24 16. Class Counsel charges rates commensurate with the prevailing market rates in the
25 Los Angeles and San Francisco areas for attorneys of comparable experience and skill handling
26 complex litigation. Aside from being warranted by our skill, experience and ability, Class
27 Counsel's rates that were used in application of the lodestar cross check in this case are supported
28 by the Laffey Matrix attached hereto as **Exhibit 2**.

1 17. California Courts have applied the Laffey Matrix with adjustments to the specific
2 California locality where the Counsel's office is located based on "Locality Pay Tables." (*Syers*
3 *Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691, 695-696 [affirming fee award based on
4 Laffey Matrix with upward 9 percent rate adjustment from D.C. area compared to San Francisco
5 Bay Area based on Locality Pay Tables]; *In re HPL Techs., Inc., Secs. Litig.* (N.D. Cal. April 22,
6 2005, No. C-02-3510 VRW) 365 F.Supp.2d 912, 921-922 [using Laffey Matrix with upward
7 adjustment of 9 percent for San Francisco based on difference between D.C. Area's +15.98
8 locality pay compared to San Francisco's +26.39 percent locality pay differential from the federal
9 courts' "Judiciary Salary Plan Pay Tables."].)

10 18. As explained below, the lodestar crosscheck yields a higher lodestar when rates
11 from the San Francisco locality adjusted Laffey Matrix are used. The hourly rates found in the
12 2024-2025 adjusted Laffey Matrix² focus on the costs of legal services within the Washington-
13 Baltimore-Arlington area and therefore adjustments based on differences in cost of legal services
14 in different localities allows for better assessment of reasonableness.

15 19. I arrived at a locality adjustment rate of 1.124 by comparing the locality payment
16 adjustments to the Judiciary Salary Plan for Federal judiciary employees. Locality payment
17 adjustments are made to the base pay of Federal workers in localities where the base pay is
18 generally lower than the rates paid for the same levels of work by non-Federal workers in the same
19 locality, so that the wages of Federal workers would roughly be on par with employees within the
20 locality performing similar levels of work.³ Because this metric is designed specifically to equalize
21 for wages given different market rates in different localities, a comparison of the adjustment rate
22 between the Washington-Baltimore-Arlington area and San Jose-San Francisco-Oakland area is an
23 excellent measure for determining locality adjustment to the Laffey Matrix.

24 20. The Judiciary Salary Plan (referred to in *In re HPL Techs., Inc.*) and Locality Pay Table
25 for San Jose-San Francisco-Oakland locality include a 46.34% locality adjustment. **Exhibit 3**, Judiciary
26 Salary Plan for San Jose-San Francisco-Oakland, and **Exhibit 4**, 2025 Locality Pay Table for San Jose-

27 ² "Adjustment Factor" as used in the Laffey Matrix refers to nation-wide Legal Services Component of the Consumer
28 Price Index produced by the Bureau of Labor Statistics and does not mean the Matrix is adjusted for locality
differences in pay.

³ 5 U.S. §5302(6)

San Francisco-Oakland, CA. In comparison, the Judiciary Salary Plan and Locality Pay Table for Washington-Baltimore-Arlington locality include a 33.94% locality adjustment. **Exhibit 5**, Judiciary Salary Plan for Washington-Baltimore-Arlington, and **Exhibit 6**, 2025 Locality Pay Table for Washington-Baltimore-Arlington. The Locality Pay Area Definitions defining counties within San Jose-San Francisco-Oakland, CA is attached hereto as **Exhibit 7**.

21. This means that legal workers in the San Jose-San Francisco-Oakland made roughly 12.4% more than comparable legal workers in the Washington-Baltimore-Arlington area (46.34% - 33.94%). Therefore, an adjustment rate of 1.124 to the Laffey Matrix provides a satisfactory adjustment to the Laffey Matrix to adjust for locally prevalent rates of pay in San Francisco County.

22. In applying the locality adjustment rate of 1.124 to the Laffey Matrix for attorneys working in Alameda County, Calaveras County, Contra Costa County, Marin County, Merced County, Monterey County, Napa County, San Benito County, San Francisco County, San Joaquin County, San Mateo County, Santa Clara County, Santa Cruz County, Solano County, Sonoma County, and Stanislaus County over the Washington-Baltimore-Arlington area stated in the Laffey Matrix, the 2024-2025 Adjusted Laffey Matrix hourly rates adjusted for San Francisco County are:

Year	Adj. Factor **	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20+
6/1/24- 5/31/25	1.080182	\$289.99	\$531.65	\$653.04	\$943.04	\$1,065.55	\$1,282.48

23. Working closely with the other attorneys in my firm, including on motions for attorneys' fees, I am aware of the experience and achievements of the counsel involved in this matter as well as the rates which would be charged if our work was on an hourly basis. Based on this information, I believe that my rate and the rates of the attorneys in my firm are reasonable, appropriate, and fully consistent with the market rate for attorneys with comparable expertise, experience, and qualifications in Los Angeles and San Francisco.

1 24. I am Senior Counsel at D.Law where I manage the class action and PAGA
2 settlement department. I was admitted to the California Bar in December 2008. I received my J.D.
3 from Pepperdine University School of Law and B.S. from University of Southern California.
4 Since graduating from law school, I have dedicated virtually my entire career on the practice of
5 employment law. I have practiced employment law from the plaintiff's side, defense side, and
6 from an in-house position. I have significant experience specifically working on wage and hour
7 class and PAGA actions from the plaintiff's side as well as the defense side, with the majority of
8 my experience coming from the plaintiff's side. Throughout the course of this litigation, I have
9 spent approximately 56.70 hours on this matter. My unadjusted lodestar for my hours spent on this
10 case amounts to approximately \$59,251.50 (56.70 x \$1,045.00 = \$59,251.50). Given my
11 experience and the focus of my practice, if I were to charge for my type of work by the hour, my
12 rate would be \$1,045.00 per hour. A \$1,045.00 rate is warranted based on my years of experience
13 in a highly specialized area of law and is in line with the Laffey Matrix (17 years out of law
14 school, adjusted Laffey Matrix rate of \$1,065.55).

15 25. Attorney Alvin B. Lindsay graduated from the United States Military Academy at
16 West Point and then served as an Army Officer for 10 years in the Corps of Engineers. He then
17 earned his Juris Doctorate from Whittier Law School and has been practicing in California for
18 over twenty years. Since 2010, he has exclusively focused his practice on representing employees
19 including in wage-and-hour class and PAGA actions. During his career, he has represented
20 employees in many wage-and-hour class and PAGA action lawsuits as lead or co-lead counsel
21 (including in the Central, Southern, Eastern, and Northern Districts of California), and has been
22 successful in getting many contested class action cases certified and has secured class and PAGA
23 settlements for many millions of dollars against a range of defendants, including Fortune 500
24 companies. He is experienced and qualified to evaluate the representative claims, to evaluate
25 settlement versus trial on a fully informed basis, and to evaluate the viability of the defenses.
26 Throughout the course of this litigation, attorney Alvin B. Lindsay estimates he has spent at least
27 89.50 hours litigating this matter. Accordingly, Mr. Lindsay's unadjusted lodestar in this matter is
28 \$112,770.00 (89.50 x \$1,260.00 = \$112,770.00). If Mr. Lindsay were to charge a rate for this type
of work by the hour, given his experience and the focus of his practice, his current hourly rate

1 would be \$1,260.00 per hour. A \$1,260.00 rate is warranted based on Mr. Lindsay's years of
2 experience in a highly specialized area of law and is in line with the Laffey Matrix (24 years out of
3 law school, adjusted Laffey Matrix rate of \$1,282.48).

4 26. Attorney Arianna Razi received her bachelor's degree from the University of
5 California, Davis in 2020, and her Juris Doctorate degree from Loyola Law School, Los Angeles
6 in 2024. Since starting her professional career, she has focused on plaintiff's side employment law
7 and has been appointed as class and PAGA counsel in other wage and hour settlements in
8 California state court. Throughout the course of this litigation, Arianna Razi estimates she has
9 spent at least 19.20 hours litigating this matter. Accordingly, Ms. Razi's unadjusted lodestar in this
10 matter is \$9,120.00 (19.20 x \$475.00 = \$9,120.00). If Ms. Razi were to charge a rate for this type
11 of work by the hour, given her experience and the focus of her practice, her current hourly rate
12 would be \$475.00. A \$475.00 rate is warranted based on Ms. Razi's experience in a highly
13 specialized area of law and is in line with the Laffey Matrix (1 year out of law school, adjusted
14 Laffey Matrix rate of \$531.65).

15 27. I have also reviewed the files and billable records for Samantha Smith, a former
16 attorney of D.Law, Inc. in this matter and Ms. Smith spent approximately 21.00 hours litigating
17 this matter. Ms. Smith is no longer an associate with our firm. I am aware she graduated from UC
18 College of the Law, San Francisco (formerly UC Hastings) in 2003 and has been licensed to
19 practice law since 2004. If Ms. Smith were to charge a rate for this type of work by the hour, given
20 her experience, her current hourly rate would be \$925.00 per hour. A \$925.00 rate is warranted
21 based on Ms. Smith's experience in a highly specialized area of law and is in line with the Laffey
22 Matrix (22 years out of law school, adjusted Laffey Matrix rate of \$1,282.48). Accordingly, Ms.
23 Smith's unadjusted lodestar in this matter is \$19,425.00 (21.00 x \$925.00 = \$19,425.00).

24 28. I have also reviewed the files and billable records for Melissa Rodriguez, a former
25 attorney of D.Law, Inc. in this matter and Ms. Rodriguez spent approximately 116.00 hours
26 litigating this matter. Ms. Rodriguez is no longer an associate with our firm. I am aware she
27 graduated from UC College of the Law, San Francisco (formerly UC Hastings) in 2023 and has
28 been licensed to practice law since 2023. If Ms. Rodriguez were to charge a rate for this type of
work by the hour, given her experience, her current hourly rate would be \$475.00 per hour. A

\$475.00 rate is warranted based on Ms. Rodriguez's experience in a highly specialized area of law and is in line with the Laffey Matrix (2 years out of law school, adjusted Laffey Matrix rate of \$531.65). Accordingly, Ms. Rodriguez's unadjusted lodestar in this matter is \$55,100.00 (116.00 x \$475.00 = \$55,100.00).

29. The below table summarizes Class Counsel's total hours, billables, and costs:

<u>Attorney/Firm</u>	<u>Total Hours</u>	<u>Total Billables</u>	<u>Costs</u>
Enoch Kim (D.LAW)	56.70	\$59,251.50	\$10,870.11
David Yeremian (DYA)	4.00	\$5,500.00	
Alvin B. Lindsay (D.LAW)	89.50	\$112,770.00	
Samantha Smith (D.LAW)	21.00	\$19,425.00	
Melissa Rodriguez (D.LAW)	116.00	\$55,100.00	
Arianna Razi (D.LAW)	19.20	\$9,120.00	
Totals:	306.40	\$261,166.50	\$10,870.11

30. Multiplying the total hours billed by Class Counsel to the litigation by their reasonable hourly rates yields a lodestar of \$261,166.50, **without** applying the 1.124 locality adjustment rate for San Francisco County, which is more than the \$166,666.67 in attorneys' fees Class Counsel are requesting, therefore eliminating the need to use a multiplier. This disparity is important to note because when plaintiffs seek an amount in fees that is less than what they actually billed, the requested fee amount is generally considered reasonable. (*Chun-Hoon v. McKee Foods Corp.* (N.D. Cal. 2010) 716 F. Supp. 2d 848, 854 [finding that, if the court is asked to apply a negative multiplier, it "suggests the negotiated fee award is reasonable and fair valuation of the services rendered to the class by Plaintiff's Counsel."].)

31. Attorneys' fees requested also represent a **negative multiplier of 0.64**. The recorded lodestar incurred by D.Law, Inc. to date, is approximately **\$261,166.50**. Class Multipliers routinely range from 3 to 5, and it is not uncommon that multipliers of between 5 and 10, or higher, are applied.

1 See, e.g., *Wilson v. Bank of Am. Natl. Trust & Savs. Assn.*, No. 643872 (Cal. Sup. Ct., Aug. 16, 1982)
2 (multiplier of 10); *Glendora Comm. Redev. Agency v. Demeter* (1984) 155 Cal.App.3d 456, 465
3 (affirming multiplier of 12 and expressly rejecting the argument that fee was either exorbitant or
4 unconscionable). The negative multiplier in this case of 0.64 is clearly within the reasonable range
5 approved in lodestar crosschecks.

6 32. In addition, the reasonableness of the requested attorneys' fees is further
7 highlighted by the fact that the sum requested is **lower** than the lodestar adjusted to the San
8 Francisco locality. Class Counsel's lodestar, adjusted for the San Francisco locality, comes to
9 **\$279,139.73**⁴.

10 33. As for the *Serrano* factors, all militate in favor of the requested fee award. This
11 case raised a number of complex and contested issues, and Class Counsel exhibited skill and
12 creativity in prosecuting and presenting them. Chief among these was the law relating to meal and
13 rest periods, and failure to pay class members wages for off-the-clock work and final wages.

14 34. This case was not straightforward. Class Counsel had to spend time researching and
15 analyzing each of these claims and issues in order to adequately assess the liability of Defendants.
16 Class Counsel then had to develop the evidence necessary through informal discovery to establish
17 Defendants' liability. This was done through carefully sifting through hundreds of pages of
18 documents. Class Counsel have devoted a substantial amount of time on this case, including but
19 not limited to researching various legal issues prior to and after filing this Action; drafting and
20 reviewing pleadings; conducting informal discovery; meeting and conferring with defense
21 counsel; preparing for class certification; reviewing and analyzing the documents produced by
22 Defendants; regularly communicating with Plaintiff; preparing for and attending mediation;
23 negotiating and finalizing the Settlement Agreement, including several revisions thereof; drafting
24 documents for preliminary and final approval, including documents for the administration of the
25 Settlement; drafting supplemental briefing for the hearing on the Motion for Preliminary Approval
26 of the Parties' Joint Stipulation of Class and PAGA Settlement Agreement; and coordinating and
27 overseeing the administration of the Settlement.

28 ⁴ A more detailed discussion of the calculations to reach this San Francisco locality adjustment can be found above.

35. In sum, Class Counsel had to come up with creative approaches to these issues in litigating the case and, ultimately, negotiating and crafting the Settlement. To this end, Class Counsel has devoted a tremendous amount of time and energy. As shown in the table in Paragraph 29 above, Class Counsel have spent a substantial number of hours working on this case. This time commitment was necessary in order to research, construct and prosecute viable legal claims in the face of stiff opposition, but it has come at a cost. In particular, the time Class Counsel have devoted to this case has prevented them from investing that time in other cases that might have settled during the pendency of this litigation and yielded significant attorneys' fees. Despite these considerations, Class Counsel zealously represented Plaintiff and the Class and have obtained a favorable result.

36. Such is not always the case. Indeed, Class Counsel has invested time and money into numerous other cases, including class actions, that have fizzled for one reason or another, leaving Class Counsel completely without any compensation for their effort. Here, Class Counsel has achieved a beneficial settlement for the Class, but this was by no means a foregone conclusion; indeed, their efforts might well have been frustrated by any number of obstacles with which they were presented along the way. Nor could class certification be guaranteed. In addition, Defendants could have exerted pressure on Plaintiff to dismiss his claims by offering him an individual settlement, an experience with which Class Counsel are not unfamiliar. However, Class Counsel was able to navigate the shoals of unpredictability to achieve a desirable result, and they have done so without receiving any compensation to speak of thus far because they took this case on a contingency-fee basis.

37. From the foregoing analysis, Class Counsel's requested attorneys' fees are fair and reasonable. The rates of the attorneys at our firm are reasonable and appropriate fees for both Los Angeles and San Francisco Counties, and **below** the Laffey Matrix rates when applying the San Francisco locality adjustment rate of 1.124 to the Laffey Matrix rates.

The Percentage-of-the-Benefit Comparison

38. In settlements where a definite monetized fund is created, it is appropriate for courts to evaluate the lodestar amount as a percentage of the recovery and adjust it accordingly if

1 the lodestar differs from the range of percentage fees freely negotiated in comparable litigation.
2 *See Lealao v. Beneficial Calif., Inc.* (2000) 82 Cal.App.4th 19, 49-50.

3 39. Class Counsel took this case on a contingent-fee basis against a corporation
4 represented by a reputable defense firm. When we take contingent cases, we must pay careful
5 attention to the economics involved or one bad case can destroy years of work. Accordingly, in
6 such cases, we anticipate that we shall, if successful, receive a fee that exceeds our normal hourly
7 rate; otherwise the risk is often too great to bear. Even when we work long hours, the number of
8 hours in a day is limited.

9 40. Contingent-fee cases present the very real risk of working hundreds if not
10 thousands of hours that may never be entirely compensated. Moreover, while the case is being
11 litigated, counsel must pay overhead (salaries, rent, etc.), provide for their own expenses, and in
12 most cases pay the out-of-pocket expenses incurred on the plaintiff's behalf. And the prospect of a
13 court-awarded fee does not greatly reduce the risk posed by these cases. In many cases, the
14 prospect is nothing more than a potential that never materializes. First, you must win the case to
15 get a court-awarded fee; even those cases that seem strongest at the onset can be lost and
16 sometimes are lost. Second, there are always the pitfalls and unforeseen obstacles that arise along
17 the way, such as settlement offers that the client may accept without ensuring that we receive a
18 reasonable fee or changes in the law that substantially affect the merits of the case, or other
19 uncertainties involving the client. Finally, there is the great risk inherent in advancing tens if not
20 hundreds of thousands of dollars in out-of-pocket expenses. If that money were to be invested in
21 some sort of financial investment, one would expect a reasonable rate of return on that investment.
22 Here, however, the best we can hope to recover is our money, and then only if we are substantially
23 successful; if we are not, all or part of this "investment" can be lost.

24 41. Class Counsel is well acquainted with the contingent-fee market throughout
25 California, particularly as it pertains to wage-and-hour and class-action litigation. Class Counsel
26 has negotiated numerous contingency-fee agreements with plaintiffs, both as individuals and as
27 representatives in class-action suits. Many of those agreements required that counsel receive a fee
28 under certain scenarios that exceed thirty-five percent of the recovery. Plaintiff here signed a

1 retainer agreement indicating that Class Counsel could receive a fee under certain scenarios that
2 exceed one-third of the recovery, as much as 40%. Class counsel in contingency-fee cases
3 typically receive attorneys' fees equal to or greater than a third of the gross settlement amount.
4 *See, e.g., Evans et al. v. Coca-Cola* (Los Angeles County Sup.Ct. 2001 Case No. BC 220525
5 (Hon. Richard C. Hubbell)) (approving an award of attorney's fees of at least 33-1/3% of the
6 settlement); *Moreno v. Miller Brewing* (Los Angeles County Sup. Ct. April 2004 BC 278170
7 (Hon. David M. Minning)) (same); and *Josiah Eaton, et al. v. Adolph Coors Company* (Orange
8 County Sup. Ct. 2003 Case No. 01CC00140 (Hon. Stephen J. Sundvold)) (at least same award);
9 *Daum v. Claim Jumper Restaurants* (Orange County Sup. Ct. 2006 Case No. 02CC10201 (Hon.
10 Ronald L. Bauer)) (final approval of same); *Moore v. IKEA* (Los Angeles County Sup. Ct. 2006
11 Case No. BC 263646 (Hon. Peter Lichtman)) (final approval of same); *Big Lots Overtime Cases*
12 (San Bernardino County Sup. Ct. February 2004, JCCP Proceeding No. 4283 (Hon. Walter L.
13 Blackwell, III)) (same); and *Fitzpatrick v. Baja Fresh* (Los Angeles Super. Ct. Case No. BC
14 265578 (Hon. Anthony J. Mohr)) (same). Thus, the fees requested in this case are **significantly**
15 **less than** fees routinely awarded in other wage and hour class action settlements.

16 42. Indeed, California courts have approved attorney's-fee awards in excess of the
17 benchmark of one-third of the settlement fund. *See Crandall v. U-Haul* (Los Angeles County Sup.
18 Ct., Case No. BC178775), the Honorable Steven Czuleger awarded a 40% attorney fee request in
19 an overtime-exemption class action; in *Bushnell v. Cremar, Inc.* (Orange County Sup. Ct., Case
20 No. 657778), the Honorable Donald E. Smallwood awarded attorneys' fees in the amount of 38%;
21 in *Abzug v. Kerkorian* CA000981 (Los Angeles County Sup. Ct., November 1990), the Honorable
22 R. William Schoettler awarded a 45% fee; in *Haitz v. Meyer, et al.*, Alameda County Sup. Ct., 8-
23 20-1990 No. 572968-3, the court awarded a 40% fee; in *Elliott v. Clothestime* (Orange County
24 Sup. Ct., Case No. 01-CC00333) the Honorable Jonathan Cannon awarded a 40% fee in a wage-
25 and-hour class action which had not yet proceeded to the class certification stage; in both *Rippee*
26 *v. Boston Market Corporation*, Case No.: 05 CV 1359 BTM (JMA) and *Barile v. Boston Market*
27 *Corporation*, Case No.: 05 CV 1360 BTM (JMA), the Honorable Judge Barry T. Moskowitz
28 awarded a 40% fee to plaintiff's counsel in wage-and-hour class actions that had not proceeded to

1 the class-certification stage.

2 43. In light of the foregoing, the fee request in an amount equal to 22.6% of the Gross
3 Settlement Amount is well **below** the bounds that have been established by the above-cited
4 authority. Defendants have no objection to an award of fees in the amount requested. Moreover,
5 the Notice mailed to Class Members stated the amount of fees requested by Class Counsel;
6 however, not a single Class Member has objected to an award of fees in the amount requested.

7 **Costs**

8 44. The preliminarily approved settlement calls for the payment of up to \$15,000.00 for
9 Class Counsel's costs. The actual total costs incurred in litigating this Action for Class Counsel
10 are \$10,870.11. Class Counsel's Cost Log is attached hereto as **Exhibit 8**. Class Counsel incurred
11 costs including, but not limited to, filing fees (e.g. complaint, stipulation, motions), service of
12 process, mediation fees, and attorney-service costs for court filings, all of which were necessarily
13 and reasonably incurred to prosecute this Action and achieve a settlement that significantly
14 benefits the Class. This, Class Counsel requests a reimbursement of their incurred costs in the
15 amount of \$10,870.11, with the difference of the costs allocated in the Settlement Agreement and
16 actual costs incurred to be reverted to the Net Settlement Amount.

17 **SERVICE AWARD TO NAMED PLAINTIFF IS REASONABLE**

18 45. Plaintiff is entitled to a reasonable service payment for his efforts and initiative in
19 bringing and helping to prosecute this Action. Plaintiff assumed great risk by challenging
20 Defendants' wage-and-hour policies and bringing suit against Defendants. Plaintiff spent time
21 better apprising himself of his rights, deciding whether remedial action should be taken, how it
22 should be taken, searching for attorneys, and finally contacting his attorneys, who spent many
23 hours with him discussing his case, the law, and preparing for the mediation. In the end, Plaintiff
24 decided to vindicate not only his own rights but also those of his fellow employees by filing a
25 class action lawsuit.

26 46. The courage it took to stand up to Defendants in this way should not be
27 underestimated. Few people want to confront their employers, let alone sue them. By suing his
28 former employer, Plaintiff contends that he increased the risk of retaliation by prospective

1 employers to which he may apply in the future.

2 47. But Plaintiff did not allow his fear of the potential repercussions of being a Class
3 Representative deter him from acting for the benefit of Class Members. He has devoted a
4 substantial amount of time to helping Class Counsel effectively develop and prosecute this Action
5 at every stage of the litigation. Plaintiff conferred with Class Counsel on numerous occasions to
6 discuss every aspect of this case; provided information about Defendants and their wage-and-hour
7 practices; reviewed documents; produced documents; monitored the progress of the litigation;
8 took the time to apprise himself of the facts, issues, and law regarding the claims at issue, spent
9 time with Class Counsel discussing the terms of the Settlement and reviewing and executing the
10 Settlement Agreement and the amendments thereto. In all, Plaintiff estimates that he has devoted
11 numerous hours in preparing the Action and seeing it through to settlement.

12 48. Plaintiff spent a significant amount of time with Class Counsel detailing his
13 knowledge of Defendants' practices and assisting in the prosecution of this Action. He has
14 diligently, adequately, and fairly represented Class Members and has not placed his interests
15 above any member of the putative Class. Class Counsel believes that Plaintiff is entitled to a Class
16 Representative Service Award for the time and effort he has devoted to this case. Defendants have
17 agreed not to oppose it. Such payments to class representatives are a common feature of
18 settlements negotiated by Class Counsel, and trial courts routinely approve them. In light of the
19 foregoing, Class Counsel believes the Class Representative Service Award in the amount of
20 \$10,000 to Plaintiff is fair and reasonable.

21 49. California trial courts routinely approve enhancement payments to class
22 representatives in wage-and-hour class-action settlements. *See, e.g., Bennett v. Countrywide*
23 *Financial Corporation* (2005) San Diego Sup. Ct. Case No. GIC840981 (\$35,000); *Hogue v. WH*
24 *Smith of Nevada, Inc.* (2004) San Diego Sup. Ct. Case No. GIC830653 (\$20,000); *Fiez v. Brown*
25 *Group Retail Inc., d.b.a. Famous Footwear* (2003) Orange County Sup. Ct. Case No. 01CC00381
26 (\$35,000 to current employee of defendant and \$20,000 to former employee); *Barry v. Cost Plus,*
27 *Inc.* (2003) OCSC No. 01CC00380 (\$35,000 for each named plaintiff); *Lajoie v. The Picture*
28 *People, Inc.* (2003) Orange County Sup. Ct. Case No. 01CC00324 (\$25,000 each for two named

1 plaintiffs); *Franco v. Vans, Inc.* (2002) Orange County Sup. Ct. Case No. 01CC03995 (\$35,000
2 for each named plaintiff); *Crandall v. U-Haul Corporation* (2001) Los Angeles Sup. Ct. Case No.
3 BC 178775 (\$20,000 for each named plaintiff); *Joel v. Athlete's Foot Group* (2001) Los Angeles
4 Sup. Ct. Case No. BC 234231 (\$25,000). Plaintiff's Class Representative Service Award request is
5 substantially less than the enhancements approved in these cases; therefore, it is reasonable.

6 **LABOR CODE § 2699(1)(2) COMPLIANCE**

7 50. In compliance with Labor Code §2699(1)(2), Plaintiff has attached the proof of
8 service of the Settlement Agreement as **Exhibit 9**.

9 51. I declare under the penalty of perjury under the laws of the State of California that
10 the foregoing is true and correct.

11 Executed this 4th day of September 2025 at Glendale, California.

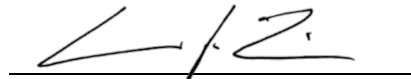
12
13 
14 Enoch J. Kim

EXHIBIT 1

Attorney	Total Time	Rate	Total Billable Amount
Melissa Rodriguez	116	\$ 475.00	\$ 55,100.00
Alvin Lindsay	89.5	\$ 1,260.00	\$ 112,770.00
Enoch Kim	56.7	\$ 1,045.00	\$ 59,251.50
Samantha Smith	21	\$ 925.00	\$ 19,425.00
Arianna Razi	19.2	\$ 475.00	\$ 9,120.00
David Yeremian	4	\$ 1,375.00	\$ 5,500.00
Total	306.4		\$ 261,166.50

Case Number	Case Title	Entry Date	Billable Time	Staff Name - (Full)	Note
202322	Fletcher v. Hebrew Home for Aged Disable	8/4/22	2	David Yeremian	Review intake; review client docs
202322	Fletcher v. Hebrew Home for Aged Disable	8/4/22	1.5	David Yeremian	Confer with client re: claims
202322	Fletcher v. Hebrew Home for Aged Disable	8/4/22	0.5	David Yeremian	Direct filing opening docs to be generated including retainer. Direct staff to open file. Confer with staff.
202322	Fletcher v. Hebrew Home for Aged Disable	1/3/23	3.4	Alvin Lindsay	Review all file docs and notes and wage statements and correspondence and draft Class Action Complaint. Finalize research on parties and named defendants and venue and draft correspondence to DY and NB regarding same and finalizing for filing.
202322	Fletcher v. Hebrew Home for Aged Disable	1/4/23	2.7	Alvin Lindsay	Complete drafting Complaint and review documents as filed and correspondence with process server on issues with filing and address same and confer with NB. Draft LWDA PAGA Notice Letter summarizing complaint allegations and requested relief. Confer with NB regarding submitting to LWDA and proof of submission.
202322	Fletcher v. Hebrew Home for Aged Disable	1/17/23	0.4	Alvin Lindsay	Review correspondence from process server regarding service and sub service and confer with NB regarding same and status.
202322	Fletcher v. Hebrew Home for Aged Disable	2/2/23	0.4	Alvin Lindsay	Review ROA and schedule for initial case management conference and filing date and review correspondence from process server re: proof of service.
202322	Fletcher v. Hebrew Home for Aged Disable	2/3/23	0.4	Alvin Lindsay	Review correspondence with process server and from regarding proof of service and confer regarding filing with the Court.
202322	Fletcher v. Hebrew Home for Aged Disable	2/9/23	1.3	Alvin Lindsay	Review correspondence from OC regarding electronic service and status of receipt of original complaint and timing of response and draft response addressing same and timing for filing first amended complaint and continued time for responding to original complaint to encompass FAC filing. Address agreement to accept NAR for FAC
202322	Fletcher v. Hebrew Home for Aged Disable	2/10/23	1.1	Alvin Lindsay	Review correspondence from OC and draft response addressing extension to file responsive pleading and setting up conference of counsel on case management and informal resolution and electronic service. Research ROA and status and download initial conference notice from Court and send to OC and NB for the file.
202322	Fletcher v. Hebrew Home for Aged Disable	3/2/23	0.4	Alvin Lindsay	Correspond with NB regarding complex designation and timing and whether to request and address upcoming conference.
202322	Fletcher v. Hebrew Home for Aged Disable	3/9/23	0.8	Alvin Lindsay	Draft First Amended Complaint adding PAGA and confer and correspond with NB regarding same and finalizing and filing and PAGA submission and confer and correspond with OC regarding same.
202322	Fletcher v. Hebrew Home for Aged Disable	3/29/23	0.4	Alvin Lindsay	Review correspondence from OC regarding signed NARs and confer with NB regarding same and serving FAC and CMO and other docs.
202322	Fletcher v. Hebrew Home for Aged Disable	4/3/23	0.6	Alvin Lindsay	Review file docs and research ROA and draft correspondence to OC regarding responsive pleading and service status and conference of counsel and initial conference and draft response.
202322	Fletcher v. Hebrew Home for Aged Disable	4/5/23	1.8	Alvin Lindsay	Review filings and correspondence with OC regarding conference of counsel. Prepare for and conduct teleconference with OC regarding case management and informal discovery and mediation, and initial conference. Address status of named defendants and dismissal of Foundation with OC and with DY and CC. Address potential mediators and send correspondence to OC regarding same.
202322	Fletcher v. Hebrew Home for Aged Disable	4/10/23	0.4	Alvin Lindsay	Correspond with OC regarding status of mediation and informal discovery and suggested mediators and checking availability.
202322	Fletcher v. Hebrew Home for Aged Disable	4/19/23	0.4	Alvin Lindsay	Review Answer and POS and correspondence from OC regarding same. Research affirmative defenses as pled. Research status of ROA and review correspondence regarding mediator and selection.
202322	Fletcher v. Hebrew Home for Aged Disable	4/20/23	0.5	Alvin Lindsay	Confer and correspond with OC regarding mediation and status and selection and availability. Review past correspondence and consider alternatives. Research ROA and case status and CM dates.
202322	Fletcher v. Hebrew Home for Aged Disable	5/2/23	0.8	Alvin Lindsay	Review correspondence and research mediator Ross procedures and availability and correspond with him regarding same. Confer with OC regarding difficulties and proposed alternative mediators. Correspond with mediator Judge Broadman regarding availability with OC regarding same.
202322	Fletcher v. Hebrew Home for Aged Disable	5/15/23	1.5	Alvin Lindsay	Draft correspondence to OC regarding mediation and scheduling and regarding initial case management conference and joint statement. Address joint vs. separate statements and further mediator availability requests. Begin drafting CMC statement and confer with OC regarding same.
202322	Fletcher v. Hebrew Home for Aged Disable	5/16/23	1.1	Alvin Lindsay	Correspond with OC regarding initial CMC statement and filing it jointly and review ROA and case status and draft correspondence to mediator requesting updated availability. Review response and correspond with OC regarding same and availability and scheduling requirements.
202322	Fletcher v. Hebrew Home for Aged Disable	5/17/23	2.6	Alvin Lindsay	Review case ROA and case status and correspond with OC regarding mediation and mediator regarding scheduling and available dates. Correspond with OC and mediator regarding reserving date. Review initial CMC Order. Draft Joint Statement using CM110 form and correspond with OC regarding finalizing and signing. Confer with NB regarding filing and serving and reasons for rejection and research response and correspond regarding same and follow up and complex designation and how to get it.
202322	Fletcher v. Hebrew Home for Aged Disable	8/2/23	5.3	Alvin Lindsay	Mediation preparation - draft and finalize mediation brief and compile exhibits. Review production docs and summarize Handbook and CBA items of note. Confer with DY and correspond with mediator and OC regarding mediation and exchanging briefs.
202322	Fletcher v. Hebrew Home for Aged Disable	8/3/23	8.6	Alvin Lindsay	Mediation with Judge Broadman - prepare for and attend. Research case law and documents and compile summaries and argue in support of liability and exposure calculations. Confer with Judge and OC and DY regarding same
202322	Fletcher v. Hebrew Home for Aged Disable	8/16/23	0.5	Alvin Lindsay	Review correspondence with mediator and OC regarding settlement and begin drafting MOU. Confer with SZ regarding same. Compile samples and draft correspondence sending same.
202322	Fletcher v. Hebrew Home for Aged Disable	9/6/23	0.9	Alvin Lindsay	Review draft MOU and correspondence and mediation notes and draft revisions to MOU and correspondence to OC addressing same.

Case Number	Case Title	Entry Date	Billable Time	Staff Name - (Full)	Note
202322	Fletcher v. Hebrew Home for Aged Disable	9/8/23	1.8	Alvin Lindsay	Review mediation notes and file docs and correspondence and judge's confirming e-mail and draft Memorandum of Understanding. Draft correspondence sending to OC and confer with MR regarding same and process of drafting and samples.
202322	Fletcher v. Hebrew Home for Aged Disable	9/19/23	0.6	Alvin Lindsay	Correspond with OC regarding MOU and status and revisions and responsive thoughts and timing for finalizing and sending for signature and long form MOU and MPA timing.
202322	Fletcher v. Hebrew Home for Aged Disable	9/25/23	0.4	Alvin Lindsay	Correspond with OC regarding MOU and revisions and status and timing for returning from Defendants
202322	Fletcher v. Hebrew Home for Aged Disable	9/27/23	0.8	Alvin Lindsay	Correspond with OC regarding MOU and provision regarding installment funding of Settlement Fund. Correspond with Mediator regarding same and confer and correspond with CC on response and items to address.
202322	Fletcher v. Hebrew Home for Aged Disable	9/29/23	1.3	Alvin Lindsay	Review MOU and correspondence from OC regarding installment payments and draft correspondence to DY and ED regarding same and provide summary of facts and other items necessary for recommendations on proceeding. Address conference with mediator. Confer with team regarding same and responsive thoughts and recommendations on proceeding.
202322	Fletcher v. Hebrew Home for Aged Disable	10/2/23	0.6	Alvin Lindsay	Confer with ED and DY regarding MOU and terms and payment plan issues and counter offer to proposed installment plan.
202322	Fletcher v. Hebrew Home for Aged Disable	10/10/23	0.6	Alvin Lindsay	Review correspondence from OC regarding MOU and installment payments and draft response addressing same and mediation and mediator's proposal and provide counter proposal.
202322	Fletcher v. Hebrew Home for Aged Disable	10/18/23	0.6	Alvin Lindsay	Review past correspondence regarding settlement and terms and MOU and revisions regarding installment plan and draft follow up correspondence regarding same.
202322	Fletcher v. Hebrew Home for Aged Disable	10/30/23	1.1	Alvin Lindsay	Review MOU and draft final revisions and confer and correspond with OC and SZ regarding same and going final for signature and addressing revisions to language and formatting made for OC. Correspond with MR and OC regarding drafting long form settlement and research and find samples and correspond with MR regarding same and suggested claims.
202322	Fletcher v. Hebrew Home for Aged Disable	11/1/23	6.1	Melissa Rodriguez	Draft settlement agreement
202322	Fletcher v. Hebrew Home for Aged Disable	11/2/23	0.4	Alvin Lindsay	Review MOU and address amended complaint and confer with MR regarding same.
202322	Fletcher v. Hebrew Home for Aged Disable	11/8/23	0.4	Alvin Lindsay	Confer with SZ and review correspondence with Client regarding signature on MOU
202322	Fletcher v. Hebrew Home for Aged Disable	11/8/23	0.4	Alvin Lindsay	Confer with SZ and review correspondence with Client regarding signature on MOU
202322	Fletcher v. Hebrew Home for Aged Disable	11/9/23	0.4	Alvin Lindsay	Review MOU and signature by client and correspond with OC regarding same and next steps and status of settlement draft
202322	Fletcher v. Hebrew Home for Aged Disable	11/13/23	0.8	Melissa Rodriguez	Amended complaint. Added failure to pay sick pay and covid pay per counsel agreement
202322	Fletcher v. Hebrew Home for Aged Disable	11/13/23	0.5	Alvin Lindsay	Confer and correspond with Admin regarding quotation and details and timing
202322	Fletcher v. Hebrew Home for Aged Disable	11/14/23	0.6	Alvin Lindsay	Correspond with OC regarding signatures on MOU and with MR regarding status of Long Form Settlement and draft revisions and confer with administrator regarding admin quotation and correspond regarding same.
202322	Fletcher v. Hebrew Home for Aged Disable	11/15/23	0.4	Alvin Lindsay	Correspond with Admin regarding quotations and revisions and final not to exceed number
202322	Fletcher v. Hebrew Home for Aged Disable	11/15/23	0.4	Alvin Lindsay	Correspond with Admin regarding quotations and revisions and final not to exceed number
202322	Fletcher v. Hebrew Home for Aged Disable	11/21/23	0.9	Alvin Lindsay	Review case file docs and correspondence and draft CMC statement and finalize and file
202322	Fletcher v. Hebrew Home for Aged Disable	11/27/23	0.4	Alvin Lindsay	Work on settlement agreement and confer with Admin regarding quotation.
202322	Fletcher v. Hebrew Home for Aged Disable	11/28/23	0.7	Alvin Lindsay	Review correspondence from OC and final executed version of MOU and confer with OC and SZ
202322	Fletcher v. Hebrew Home for Aged Disable	11/29/23	0.8	Alvin Lindsay	Review MOU and signatures and compile final executed version and draft settlement agreement and confer with OC and MR regarding same. Confirm with Admin on quotation estimate.
202322	Fletcher v. Hebrew Home for Aged Disable	11/30/23	0.8	Alvin Lindsay	Review SF County web-site and different departments for case management and law and motion and research procedures for reserving hearing date for MPA. Initial review of Settlement Agreement draft and correspondence from Admin on quotation
202322	Fletcher v. Hebrew Home for Aged Disable	2/5/24	1.6	Melissa Rodriguez	MPA docs
202322	Fletcher v. Hebrew Home for Aged Disable	2/5/24	0.8	Melissa Rodriguez	MPa docs
202322	Fletcher v. Hebrew Home for Aged Disable	2/6/24	1.5	Melissa Rodriguez	MPA docs (class notice)
202322	Fletcher v. Hebrew Home for Aged Disable	2/6/24	3.2	Melissa Rodriguez	MPA docs (Declaration - Lindsay)
202322	Fletcher v. Hebrew Home for Aged Disable	2/6/24	0.5	Melissa Rodriguez	Draft/revise Fletcher Decl.
202322	Fletcher v. Hebrew Home for Aged Disable	2/7/24	0.2	Melissa Rodriguez	Draft/revise Fletcher Decl.
202322	Fletcher v. Hebrew Home for Aged Disable	2/7/24	0.7	Melissa Rodriguez	Draft/revise DY's Decl.
202322	Fletcher v. Hebrew Home for Aged Disable	2/7/24	1.6	Melissa Rodriguez	Draft/revise hAlf of the MPA memorandum
202322	Fletcher v. Hebrew Home for Aged Disable	2/8/24	0.5	Alvin Lindsay	Review revised settlement and revisions and accept and finalize settlement for signature and draft correspondence to OC sending settlement for signature after adding Plaintiff's.
202322	Fletcher v. Hebrew Home for Aged Disable	2/9/24	1.4	Melissa Rodriguez	MPA Approval Docs
202322	Fletcher v. Hebrew Home for Aged Disable	2/9/24	1.5	Melissa Rodriguez	Draft/revise MPA
202322	Fletcher v. Hebrew Home for Aged Disable	2/14/24	0.2	Melissa Rodriguez	Email correspondence with ABL regarding Class Notice
202322	Fletcher v. Hebrew Home for Aged Disable	3/1/24	0.4	Alvin Lindsay	Review class notice as revised by Defendant and confer and correspond regarding finalizing and status of motion for approval documents.
202322	Fletcher v. Hebrew Home for Aged Disable	3/4/24	0.1	Melissa Rodriguez	Case organization; added case to case load
202322	Fletcher v. Hebrew Home for Aged Disable	3/8/24	0.7	Alvin Lindsay	Review revised Notice and draft further revisions to finalize. Send to OC and correspond regarding finalizing Notice and status of Settlement and signatures.
202322	Fletcher v. Hebrew Home for Aged Disable	3/15/24	0.4	Alvin Lindsay	Review case file and docs and correspondence and notes and confer with OC regarding upcoming CMC and timing for approval motion hearing and docs for filing and work on joint statement and MPA docs, etc.

Case Number	Case Title	Entry Date	Billable Time	Staff Name - (Full)	Note
202322	Fletcher v. Hebrew Home for Aged Disable	3/18/24	1.2	Melissa Rodriguez	Reviewed Al's email; Drafted CM 110 form; looked through previous filings and read prior emails between counsels, mediation notes, and settlement agreement.
202322	Fletcher v. Hebrew Home for Aged Disable	3/19/24	0.5	Melissa Rodriguez	Reviewed email, settlement agreement, class notice, case management notice, and cm 110
202322	Fletcher v. Hebrew Home for Aged Disable	3/19/24	0.5	Alvin Lindsay	Review draft joint case management conference statement and draft revisions and confer regarding sending to OC and conferring to finalizing. Address need to transfer department to complex law and motion.
202322	Fletcher v. Hebrew Home for Aged Disable	3/19/24	0.2	Melissa Rodriguez	email correspondence with OC
202322	Fletcher v. Hebrew Home for Aged Disable	3/21/24	0.4	Alvin Lindsay	Review draft joint CMC statement and confer with MR regarding same and revisions and sending to OC and confer and correspond regarding timing of submission and status of approval motion.
202322	Fletcher v. Hebrew Home for Aged Disable	3/21/24	0.4	Alvin Lindsay	Confer with MR regarding status of signatures and drafting approval motion docs and timing.
202322	Fletcher v. Hebrew Home for Aged Disable	3/22/24	0.2	Melissa Rodriguez	Reviewed settlement agreement and class notice; email correspondence with ABL regarding PAGA Period
202322	Fletcher v. Hebrew Home for Aged Disable	3/22/24	0.4	Alvin Lindsay	Review correspondence from OC regarding class period and mistake in Notice and draft revisions and confer with MR regarding same and fixing.
202322	Fletcher v. Hebrew Home for Aged Disable	3/22/24	0.1	Melissa Rodriguez	Amending MOU and Class Notice
202322	Fletcher v. Hebrew Home for Aged Disable	3/25/24	0.5	Melissa Rodriguez	Reviewed email regarding declaration and settlement agreement; Reviewed declaration and settlement agreement; emailed ABL regarding this
202322	Fletcher v. Hebrew Home for Aged Disable	3/25/24	0.5	Alvin Lindsay	Review status of Settlement Agreement and finalization following conferences of counsel. Confer with MR and SZ regarding same and signature and W9 forms and other items necessary and regarding timing of approval and on format for approval motion and timing and status of client declaration. Review initial draft
202322	Fletcher v. Hebrew Home for Aged Disable	3/26/24	0.9	Alvin Lindsay	Review Joint CMC statement and correspondence from OC and revisions and confer with SZ and MR regarding finalizing and filing. Review approval motion docs to date and focus on Plaintiff's declaration and draft revisions and confer with MR and SZ regarding same.
202322	Fletcher v. Hebrew Home for Aged Disable	3/27/24	0.4	Melissa Rodriguez	reviewed email regarding fletcher declaration; reviewed cmc and made edits
202322	Fletcher v. Hebrew Home for Aged Disable	3/27/24	1.8	Alvin Lindsay	Review rejection notice for CMC statement and confer with MR and SZ regarding addressing it. Confer and correspond regarding complex designation application and combining with request for transfer and for a hearing date. Correspond with MR and SZ regarding same. Draft revisions to client declaration in support of preliminary approval and confer with MR and SZ regarding same.
202322	Fletcher v. Hebrew Home for Aged Disable	3/28/24	0.8	Alvin Lindsay	Review second rejection of CMC statement. Draft correspondence to MR and SZ regarding request for complex designation and hearing date and confer regarding same and how to proceed in this case. Review approval motion docs and declaration and revise.
202322	Fletcher v. Hebrew Home for Aged Disable	4/10/24	0.3	Melissa Rodriguez	Client called to ask for update on the case; Managed client's expectations regarding the timeline of his case
202322	Fletcher v. Hebrew Home for Aged Disable	4/11/24	0.4	Melissa Rodriguez	Read OC's email regarding the settlement agreement; case org; Communicate with ABL and SZ regarding hearing for preliminary approval.
202322	Fletcher v. Hebrew Home for Aged Disable	4/11/24	0.6	Melissa Rodriguez	Made updates/revisions to prelim docs
202322	Fletcher v. Hebrew Home for Aged Disable	4/11/24	0.6	Alvin Lindsay	Review correspondence from OC and confer with SZ and MR regarding status of settlement and signature from Client. Confer with MR regarding status of MPA docs and client declaration and status and timing for completion and filing. Review case file and continued CMC and address timing of requesting complex designation and transfer to complex department and confer with MR regarding same.
202322	Fletcher v. Hebrew Home for Aged Disable	4/13/24	2	Samantha Smith	rev/analyze case file, docket and deadlines; corres w/staff re same
202322	Fletcher v. Hebrew Home for Aged Disable	4/15/24	0.5	Alvin Lindsay	Review correspondence between SZ and SS and confer with them regarding status of settlement and timing of approval motion and other calendar dates and drafting of MPA docs. Review fully executed agreement and correspondence regarding same and approval motion doc drafts to date.
202322	Fletcher v. Hebrew Home for Aged Disable	4/20/24	2	Samantha Smith	edit complex app papers; research re local rules; internal email re same
202322	Fletcher v. Hebrew Home for Aged Disable	4/21/24	1	Samantha Smith	edit draft complex designation motion; cmtg w/AL re same
202322	Fletcher v. Hebrew Home for Aged Disable	4/22/24	0.8	Alvin Lindsay	Review correspondence from SS regarding questions with Settlement and approval motion docs status and draft response after reviewing agreement and provisions. Address timing of installment payments. Address status of signature on settlement and whether to amend first. Review and revise Application for Complex Designation and confer with SS regarding same and SZ regarding finalizing and filing.
202322	Fletcher v. Hebrew Home for Aged Disable	4/22/24	8	Samantha Smith	research/analysis of case file/settlement docs; research/analysis of judge and approval motions/order; mtg w/AL re same
202322	Fletcher v. Hebrew Home for Aged Disable	4/23/24	0.5	Alvin Lindsay	Review amended settlement agreement from SS and correspondence and confer with MR and SZ regarding finalizing and sending out for signature. Confer with MR regarding status of MPA docs and with SS regarding finalizing and completing for filing.
202322	Fletcher v. Hebrew Home for Aged Disable	4/23/24	8	Samantha Smith	review sample MPAs, begin draft of same
202322	Fletcher v. Hebrew Home for Aged Disable	5/2/24	0.4	Alvin Lindsay	Confer with SS regarding settlement agreement and status of approval motion docs and review notice of change of handling attorney from Defendant. Correspond with OC regarding signature and status.
202322	Fletcher v. Hebrew Home for Aged Disable	5/10/24	0.1	Melissa Rodriguez	Case org
202322	Fletcher v. Hebrew Home for Aged Disable	5/13/24	0.5	Melissa Rodriguez	Drafted CMC 110 form; will send to ABL for review
202322	Fletcher v. Hebrew Home for Aged Disable	5/15/24	0.1	Melissa Rodriguez	Email correspondence regarding CM 110 form
202322	Fletcher v. Hebrew Home for Aged Disable	5/16/24	0.1	Melissa Rodriguez	Email correspondence regarding CM 110 form
202322	Fletcher v. Hebrew Home for Aged Disable	5/16/24	0.5	Alvin Lindsay	Review correspondence from MR regarding Joint CMC Statement and draft revisions and confer with MR regarding revisions and finalizing and with SZ for filing and service. Confer with SS regarding status of settlement and approval motion docs.

Case Number	Case Title	Entry Date	Billable Time	Staff Name - (Full)	Note
202322	Fletcher v. Hebrew Home for Aged Disable	5/20/24	0.7	Alvin Lindsay	Correspond with OC regarding issues with status of settlement signature and follow up regarding reasons for delay and what to do about it. Confer with MR and SS regarding same. Review correspondence from new defense counsel and confer and correspond regarding joint statement and status of settlement signatures.
202322	Fletcher v. Hebrew Home for Aged Disable	5/20/24	0.1	Melissa Rodriguez	Read email; updated notes
202322	Fletcher v. Hebrew Home for Aged Disable	5/20/24	0.1	Melissa Rodriguez	Read email regarding settlement agreement;
202322	Fletcher v. Hebrew Home for Aged Disable	5/21/24	0.3	Alvin Lindsay	Review correspondence from OC regarding settlement and signatures and new attorney on the case and confer with MR and SS regarding same and response and status.
202322	Fletcher v. Hebrew Home for Aged Disable	5/28/24	0.4	Melissa Rodriguez	Review email regarding settlement agreement and CM 110 form; responded to email; reviewed CM 110 form; saved to server; asked Sasha to file
202322	Fletcher v. Hebrew Home for Aged Disable	5/28/24	0.4	Alvin Lindsay	Review correspondence from OC regarding CM 110 form and upcoming CMC and joint statement and regarding conference of counsel on Settlement and status and terms. Confer with MR regarding same and setting teleconference.
202322	Fletcher v. Hebrew Home for Aged Disable	5/28/24	0.1	Melissa Rodriguez	Read and responded to email regarding settlement agreement meeting
202322	Fletcher v. Hebrew Home for Aged Disable	5/29/24	0.7	Alvin Lindsay	Confer and correspond with SZ and MR regarding status of signatures on Settlement and status of MPA docs and timing. Prepare for and participate in teleconference with OC regarding same and reasons for failure to sign. Correspond and confer with MR regarding same and next steps and also with SS and regarding new defense counsel and reasons for changes.
202322	Fletcher v. Hebrew Home for Aged Disable	5/29/24	0.2	Melissa Rodriguez	Conversation with ABL regarding meet and confer
202322	Fletcher v. Hebrew Home for Aged Disable	5/30/24	0.4	Alvin Lindsay	Review notes from conference with OC regarding settlement finalizing and revisions and confer with SS and MR regarding same and confer regarding complex designation and status and deadline from Court
202322	Fletcher v. Hebrew Home for Aged Disable	6/3/24	0.4	Alvin Lindsay	Review joint CMS Statement and confer and correspond with MR and SZ and OC and SS regarding status of Settlement and revisions for finalizing and signatures
202322	Fletcher v. Hebrew Home for Aged Disable	6/7/24	0.5	Melissa Rodriguez	Reviewed denial for complex designation and reviewed application and related docs; Email correspondence in firm on how to proceed
202322	Fletcher v. Hebrew Home for Aged Disable	6/7/24	0.4	Alvin Lindsay	Review denial of complex designation order and correspond with MR and SZ and SS regarding implications and whether we need to be complex or can set hearing for approval directly. Correspond with SS regarding same.
202322	Fletcher v. Hebrew Home for Aged Disable	6/10/24	0.4	Alvin Lindsay	Review denial of complex designation and confer with MR and SZ regarding same and correspondence from SS and address next steps to address.
202322	Fletcher v. Hebrew Home for Aged Disable	6/13/24	0.4	Alvin Lindsay	Draft correspondence to OC regarding failure to sign settlement agreement or send revisions and issues with timing and confer with MR and SS regarding same.
202322	Fletcher v. Hebrew Home for Aged Disable	6/17/24	0.1	Melissa Rodriguez	Read email
202322	Fletcher v. Hebrew Home for Aged Disable	6/17/24	0.4	Alvin Lindsay	Review correspondence from OC regarding settlement agreement and revisions and review amended agreement and confer and correspond with SS regarding same and finalizing for execution and regarding approval motion.
202322	Fletcher v. Hebrew Home for Aged Disable	6/17/24	0.2	Melissa Rodriguez	Case organization; reviewed emails, notes, and neos; updated notes
202322	Fletcher v. Hebrew Home for Aged Disable	7/18/24	0.4	Alvin Lindsay	Review case docs and correspondence and research status of settlement and approval motion and hearing and correspond with SS and MR regarding same.
202322	Fletcher v. Hebrew Home for Aged Disable	7/19/24	0.4	Alvin Lindsay	Correspond with SS regarding status of settlement agreement review and revisions and confer with OC and SS regarding same and timing.
202322	Fletcher v. Hebrew Home for Aged Disable	7/29/24	0.4	Alvin Lindsay	Review correspondence from OC regarding joint statement due and confer with MR regarding drafting and timing and confer with SS regarding same and timing of approval motion and case management dates.
202322	Fletcher v. Hebrew Home for Aged Disable	7/29/24	0.8	Melissa Rodriguez	Correspondence with ABL regarding CM110 form; correspondence with SS regarding case status; drafted cm110 statement; sent to Samantha per her request
202322	Fletcher v. Hebrew Home for Aged Disable	7/30/24	0.2	Melissa Rodriguez	Reviewed case management report; responded to OC
202322	Fletcher v. Hebrew Home for Aged Disable	7/30/24	0.4	Alvin Lindsay	Review correspondence from OC regarding joint CMC statement and review statement and confer with MR regarding same.
202322	Fletcher v. Hebrew Home for Aged Disable	7/31/24	0.4	Alvin Lindsay	Review settlement agreement and motion for settlement approval status and confer and correspond with MR and SS and DY regarding same and transition to SS responsibility.
202322	Fletcher v. Hebrew Home for Aged Disable	8/16/24	0.4	Alvin Lindsay	Review correspondence from OC regarding settlement and final revisions and confer with MR regarding same and with SS on conference of counsel and going final and responsibility for approval motion docs.
202322	Fletcher v. Hebrew Home for Aged Disable	8/16/24	0.2	Melissa Rodriguez	Call with client; answered his questions; provided update on case
202322	Fletcher v. Hebrew Home for Aged Disable	8/19/24	0.4	Alvin Lindsay	Review correspondence from SZ to SS regarding complex designation and regarding what needs to happen to get approved for complex designation. Confer regarding status of settlement agreement and motion for settlement approval docs.
202322	Fletcher v. Hebrew Home for Aged Disable	8/22/24	0.4	Alvin Lindsay	Review correspondence from OC and settlement agreement and revisions and class notice and revisions and confer and correspond with MR regarding same and finalizing and timing of approval motion filing docs.
202322	Fletcher v. Hebrew Home for Aged Disable	8/28/24	0.4	Alvin Lindsay	Confer and correspond with OC regarding status of settlement agreement and finalizing and regarding motion for settlement approval docs and confer with MR regarding same.
202322	Fletcher v. Hebrew Home for Aged Disable	8/29/24	0.5	Alvin Lindsay	Review correspondence regarding settlement agreement and finalizing it and also regarding notice. Review agreement and draft revisions. Review admin quotation and correspond with administrator regarding same and matching and draft further revisions. Confer with MR regarding same.
202322	Fletcher v. Hebrew Home for Aged Disable	9/3/24	0.6	Alvin Lindsay	Review correspondence from OC and settlement agreement and class notice and draft revisions to all and finalize agreement and notice for signature. Confer and correspond with OC and MR regarding same.
202322	Fletcher v. Hebrew Home for Aged Disable	9/4/24	0.2	Melissa Rodriguez	Read email; updated notes; responded

Case Number	Case Title	Entry Date	Billable Time	Staff Name - (Full)	Note
202322	Fletcher v. Hebrew Home for Aged Disable	9/4/24	0.7	Alvin Lindsay	Correspond and confer with administrator regarding quotation and review response and quotation and attention to adding to files. Confer with MR regarding same and status of preliminary approval motion. Review final revisions to Settlement and confer with OC regarding same and going final for signature and draft correspondence regarding same.
202322	Fletcher v. Hebrew Home for Aged Disable	9/5/24	0.5	Melissa Rodriguez	Case organization; updated notes; checked court's website
202322	Fletcher v. Hebrew Home for Aged Disable	9/16/24	0.3	Melissa Rodriguez	Read email from ABL regarding client's signature; Attempted to get ahold of the client; Both phone numbers were "unreachable" or the mailbox was full. Correspond with SZ regarding client and status of Settlement Agreement
202322	Fletcher v. Hebrew Home for Aged Disable	9/16/24	0.3	Alvin Lindsay	Review status of MOU, Settlement Agreement, and approval motion status and process. Confer and correspond with DY regarding same and key dates and further requirements and timing.
202322	Fletcher v. Hebrew Home for Aged Disable	9/27/24	0.2	Melissa Rodriguez	Correspond with SZ; Began reviewing application for complex documents; made edits; however, ABL provided edits to SZ
202322	Fletcher v. Hebrew Home for Aged Disable	9/27/24	0.6	Alvin Lindsay	Review second application for complex designation and proposed order and draft revisions and confer with MR and SZ regarding finalizing and filing and serving. Review correspondence regarding client inquiries on status and timing and reasons for delay and confer with SZ and MR regarding same.
202322	Fletcher v. Hebrew Home for Aged Disable	10/7/24	0.4	Alvin Lindsay	Review correspondence from OC regarding settlement approval motion status and timing and confer with MR regarding same and response. Address status of MPA docs.
202322	Fletcher v. Hebrew Home for Aged Disable	10/11/24	0.4	Alvin Lindsay	Review file docs and correspondence regarding MOU and Settlement Agreement and research further dates and deadlines and draft notes on things to do for settlement approval and timing for addressing. Confer with MR regarding same.
202322	Fletcher v. Hebrew Home for Aged Disable	11/1/24	5.9	Melissa Rodriguez	Began drafting MPA docs: Proposed Order; Notice of Class Settlement Action; Fletcher MPA docs; Left off on ABL MPA doc - paragraph 28
202322	Fletcher v. Hebrew Home for Aged Disable	11/1/24	0.1	Melissa Rodriguez	Updated Notes; Informed supervisor about status of case
202322	Fletcher v. Hebrew Home for Aged Disable	11/4/24	0.4	Alvin Lindsay	Confer and correspond with MR regarding status of approval motion docs and correspondence from OC regarding timing and impatience and address delay and reasons. Begin review of draft docs and confer with MR regarding client declaration.
202322	Fletcher v. Hebrew Home for Aged Disable	11/18/24	2	Melissa Rodriguez	Began drafting and reviewing the declaration of Alvin B. Lindsay in support of Motion for Preliminary Approval. Left off on math portion
202322	Fletcher v. Hebrew Home for Aged Disable	11/19/24	6.9	Melissa Rodriguez	Drafted and reviewed the remainder of the Preliminary approval docs - Left off on Memorandum.
202322	Fletcher v. Hebrew Home for Aged Disable	11/19/24	0.5	Alvin Lindsay	Confer and correspond with MR regarding status of motion for preliminary approval docs and review notice of approved complex designation and correspondence from OC regarding same and timing of motion filing. Begin review of approval motion docs.
202322	Fletcher v. Hebrew Home for Aged Disable	11/20/24	1.3	Alvin Lindsay	Confer and correspond with MR and SZ regarding motion for preliminary approval and initial review of ABL Declaration. Confer with MR and SZ regarding hearing date and scheduling one and procedures for doing so. Confer regarding other documents and declaration of Plaintiff and status and timing.
202322	Fletcher v. Hebrew Home for Aged Disable	11/20/24	2.9	Melissa Rodriguez	Drafted MPA docs and reviewed court notes
202322	Fletcher v. Hebrew Home for Aged Disable	11/21/24	0.4	Alvin Lindsay	Review motion for approval docs and continue revisions to ABL Decl. Review correspondence with Court Clerk and SZ regarding getting a motion hearing set and review response and attention to calendaring.
202322	Fletcher v. Hebrew Home for Aged Disable	1/14/25	0.1	Melissa Rodriguez	Checked on Status of MPA documents, hearing date, etc.
202322	Fletcher v. Hebrew Home for Aged Disable	1/27/25	0.5	Melissa Rodriguez	Correspond with Alvin B. Lindsay on the status of the MPA docs; Checked on status of docs and case reassignment,
202322	Fletcher v. Hebrew Home for Aged Disable	1/27/25	0.3	Melissa Rodriguez	Checked ROA; corresponded with Sasha Zambrano regarding calling clerk to schedule MPA hearing and MPA filing deadline
202322	Fletcher v. Hebrew Home for Aged Disable	1/27/25	0.5	Melissa Rodriguez	Updated MPA docs based on the court's order
202322	Fletcher v. Hebrew Home for Aged Disable	1/27/25	0.4	Alvin Lindsay	Review correspondence and ROA and research case status and status of complex designation and status of settlement agreement and MPA docs and timing of hearing and impact on installment payments.
202322	Fletcher v. Hebrew Home for Aged Disable	1/28/25	0.5	Melissa Rodriguez	Confer with Sasha Zambrano and Alvin B. Lindsay about MPA dates; Draft CMC statement
202322	Fletcher v. Hebrew Home for Aged Disable	1/28/25	0.1	Melissa Rodriguez	Email to OC containing CMC statement
202322	Fletcher v. Hebrew Home for Aged Disable	1/28/25	0.4	Alvin Lindsay	Confer and correspond with MR regarding status of MPA hearing and moving it and regarding filing deadline and advancing it and regarding status of motion for preliminary approval docs.
202322	Fletcher v. Hebrew Home for Aged Disable	1/29/25	0.4	Melissa Rodriguez	Reviewed Preliminary approval documents
202322	Fletcher v. Hebrew Home for Aged Disable	1/29/25	0.4	Alvin Lindsay	Review correspondence from OC regarding joint statement and regarding motion for preliminary approval status. Confer with MR regarding same and status of documents and with SZ regarding reserving hearing date procedures.
202322	Fletcher v. Hebrew Home for Aged Disable	1/29/25	0.6	Melissa Rodriguez	Communicate (in firm) regarding hearing dates, updated hearing dates on MPA docs
202322	Fletcher v. Hebrew Home for Aged Disable	1/30/25	0.2	Melissa Rodriguez	Email to opposing counsel
202322	Fletcher v. Hebrew Home for Aged Disable	1/30/25	0.3	Alvin Lindsay	Review joint statement for CMC and confer and correspond with MR regarding finalizing same. Confer regarding status of motion for approval docs.
202322	Fletcher v. Hebrew Home for Aged Disable	2/4/25	0.4	Alvin Lindsay	Review correspondence from the Court regarding joint statement and leaving CMC on calendar and requesting update on MPA progression. Confer with MR and SZ regarding same and calendaring.
202322	Fletcher v. Hebrew Home for Aged Disable	2/4/25	0.3	Melissa Rodriguez	Confer in firm regarding status of MPA docs; Asked ABL to review
202322	Fletcher v. Hebrew Home for Aged Disable	2/6/25	0.2	Melissa Rodriguez	Call with Mark Fletcher; Provided him with an update on the case
202322	Fletcher v. Hebrew Home for Aged Disable	2/6/25	0.2	Melissa Rodriguez	Confirm CMC statement was filed: Updated personal notes
202322	Fletcher v. Hebrew Home for Aged Disable	2/7/25	0.2	Melissa Rodriguez	Confer in firm regarding status of case, upcoming CMC, coverage, and correspondence with the court;
202322	Fletcher v. Hebrew Home for Aged Disable	2/7/25	0.4	Melissa Rodriguez	Check ROA; Review Department 606 court procedure; Email to court regarding intent to appear remotely pursuant to procedure

Case Number	Case Title	Entry Date	Billable Time	Staff Name - (Full)	Note
202322	Fletcher v. Hebrew Home for Aged Disable	2/7/25	0.3	Melissa Rodriguez	Further revisions to Case Management conference statement and sent to opposing counsel for their review
202322	Fletcher v. Hebrew Home for Aged Disable	2/7/25	0.2	Melissa Rodriguez	Updated Notes
202322	Fletcher v. Hebrew Home for Aged Disable	2/7/25	0.4	Alvin Lindsay	Review correspondence with OC and Court regarding CMC on calendar still and address appearance remotely and e-mail required and address status of motion for preliminary approval docs and timing of filing.
202322	Fletcher v. Hebrew Home for Aged Disable	2/13/25	0.4	Alvin Lindsay	Confer and correspond with MR for appearing for CMC and review correspondence with the Court. Confer with MR regarding same.
202322	Fletcher v. Hebrew Home for Aged Disable	2/13/25	2.9	Enoch Kim	Review and revise draft preliminary approval motion.
202322	Fletcher v. Hebrew Home for Aged Disable	2/13/25	0.3	Enoch Kim	Confer with MR re case status and preliminary approval motion.
202322	Fletcher v. Hebrew Home for Aged Disable	2/14/25	1.2	Alvin Lindsay	Review case file docs and correspondence from MR regarding CMC. Prepare and appear for CMC with Judge Ross. Confer with OC and Court regarding case and claims and status of motion for preliminary approval document filing and hearing date. Draft notes and confer with MR and EK regarding same.
202322	Fletcher v. Hebrew Home for Aged Disable	2/14/25	0.2	Enoch Kim	Review email summary of CMC proceedings from ABL and next steps.
202322	Fletcher v. Hebrew Home for Aged Disable	2/14/25	0.8	Melissa Rodriguez	Review ROA and court website for CMC link for morning hearing; Checked emails and calendar; Correspond with Evelyn Goode regarding morning hearing and correspond with Alvin B. Lindsay regarding hearing and confirmed he would be able to appear email regarding CMC and status of preliminary approval documents
202322	Fletcher v. Hebrew Home for Aged Disable	2/25/25	1.2	Melissa Rodriguez	Began redrafting MPA documents
202322	Fletcher v. Hebrew Home for Aged Disable	2/26/25	3.6	Melissa Rodriguez	Worked on MPA documents
202322	Fletcher v. Hebrew Home for Aged Disable	2/27/25	2.4	Melissa Rodriguez	Drafted Motion for Preliminary Approval documents
202322	Fletcher v. Hebrew Home for Aged Disable	3/2/25	2.4	Melissa Rodriguez	Drafted Memorandum
202322	Fletcher v. Hebrew Home for Aged Disable	3/3/25	6.2	Melissa Rodriguez	Further revisions to MPA documents
202322	Fletcher v. Hebrew Home for Aged Disable	3/4/25	0.5	Melissa Rodriguez	Further revisions to Class Notice; Informed supervisor MPA docs are ready for his review
202322	Fletcher v. Hebrew Home for Aged Disable	3/18/25	0.2	Enoch Kim	Review file and draft email to defense counsel re preliminary approval motion documents.
202322	Fletcher v. Hebrew Home for Aged Disable	3/21/25	0.6	Melissa Rodriguez	Reviewed mediation notes; Confer with Enoch Kim and Alvin B. Lindsay regarding mediation notes and Defendant's financial status at the time of settling
202322	Fletcher v. Hebrew Home for Aged Disable	3/21/25	0.5	Melissa Rodriguez	Reviewed Enoch's Redlines and sent memorandum and proposed order to OC for their review
202322	Fletcher v. Hebrew Home for Aged Disable	3/21/25	7	Enoch Kim	Review and revise preliminary approval motion documents.
202322	Fletcher v. Hebrew Home for Aged Disable	3/21/25	0.3	Enoch Kim	Confer with MR re preliminary approval motion.
202322	Fletcher v. Hebrew Home for Aged Disable	3/22/25	1.4	Enoch Kim	Review and revise preliminary approval motion documents.
202322	Fletcher v. Hebrew Home for Aged Disable	3/23/25	2.8	Enoch Kim	Review and revise preliminary approval motion documents, including class notice, and draft correspondence to MR re same.
202322	Fletcher v. Hebrew Home for Aged Disable	3/24/25	0.4	Alvin Lindsay	Review correspondence regarding Class Notice and revisions from Defendant and Memorandum and regarding MPA docs and status and timing. Confer with MR and SZ regarding same.
202322	Fletcher v. Hebrew Home for Aged Disable	3/24/25	2.7	Melissa Rodriguez	Reviewed Enoch Kim's redlines and incorporated changes to the EK declaration; Updated citations to all MPA documents; Confer with opposing counsel regarding MPA documents pending their review, including class notice and memorandum
202322	Fletcher v. Hebrew Home for Aged Disable	3/24/25	0.2	Melissa Rodriguez	Attempted to call client to go over declaration; No answer; was informed number no longer belonged to plaintiff; Attempted to call home number; no answer; Confer with Evelyn Goode regarding tracking client
202322	Fletcher v. Hebrew Home for Aged Disable	3/24/25	4	Enoch Kim	Review and revise preliminary approval motion documents.
202322	Fletcher v. Hebrew Home for Aged Disable	3/25/25	5.1	Melissa Rodriguez	Made further revisions to the MPA documents; Call with client Fletcher to discuss declaration; Drafted joint stipulation for leave to file SAC and SAC; Confer with Evelyn Goode and Enoch regarding the above and the status of MPA documents
202322	Fletcher v. Hebrew Home for Aged Disable	3/25/25	5.6	Enoch Kim	Review and revise preliminary approval motion documents.
202322	Fletcher v. Hebrew Home for Aged Disable	3/25/25	0.7	Enoch Kim	Confer with team re preparation of preliminary approval motion documents for filing.
202322	Fletcher v. Hebrew Home for Aged Disable	3/25/25	0.3	Enoch Kim	Phone calls with defense counsel re preliminary approval motion documents.
202322	Fletcher v. Hebrew Home for Aged Disable	3/25/25	0.5	Enoch Kim	Review and revise joint stipulation and second amended complaint.
202322	Fletcher v. Hebrew Home for Aged Disable	3/25/25	0.4	Enoch Kim	Exchange emails with defense counsel re revisions to class notice and preliminary approval motion documents.
202322	Fletcher v. Hebrew Home for Aged Disable	3/26/25	0.4	Alvin Lindsay	Review motion for preliminary approval docs and correspondence regarding same and filing and confer with SZ regarding same and calendaring. Review revisions to notice and final format. Review correspondence regarding Stipulation to file SAC and SAC and review docs and EK and MR correspondence regarding same.
202322	Fletcher v. Hebrew Home for Aged Disable	3/26/25	0.7	Melissa Rodriguez	Made Revisions to the SAC in redline; Made revisions to the joint stipulation; Sent to opposing counsel for their review
202322	Fletcher v. Hebrew Home for Aged Disable	3/26/25	0.2	Melissa Rodriguez	Call with opposing counsel regarding Joint stipulation and changes to SAC
202322	Fletcher v. Hebrew Home for Aged Disable	3/26/25	3.8	Enoch Kim	Draft supplemental declaration in support of preliminary approval motion.
202322	Fletcher v. Hebrew Home for Aged Disable	3/26/25	0.1	Enoch Kim	Call with defense counsel re joint stipulation and second amended complaint.
202322	Fletcher v. Hebrew Home for Aged Disable	3/26/25	0.3	Enoch Kim	Confer with team re filing of preliminary approval motion documents and joint stipulation.
202322	Fletcher v. Hebrew Home for Aged Disable	3/26/25	0.2	Enoch Kim	Review revisions to joint stip and second amended complaint.
202322	Fletcher v. Hebrew Home for Aged Disable	3/27/25	0.4	Alvin Lindsay	Review motion for preliminary approval docs and correspondence regarding same and updated hearing date and time. Review correspondence with administrator regarding declaration in support. Confer with SZ regarding same.
202322	Fletcher v. Hebrew Home for Aged Disable	3/27/25	2.4	Enoch Kim	Draft and revise supplemental declaration for preliminary approval motion.
202322	Fletcher v. Hebrew Home for Aged Disable	3/27/25	0.2	Enoch Kim	Review joint stipulation and confer with MR re same.
202322	Fletcher v. Hebrew Home for Aged Disable	3/27/25	0.2	Enoch Kim	Review declaration of Mike Sutherland for preliminary approval motion.
202322	Fletcher v. Hebrew Home for Aged Disable	3/27/25	0.1	Enoch Kim	Call with defense counsel re joint stipulation.
202322	Fletcher v. Hebrew Home for Aged Disable	3/28/25	0.4	Melissa Rodriguez	Further revisions to SAC and joint stipulation to amend SAC; Called Valentina to discuss same; No answer

Case Number	Case Title	Entry Date	Billable Time	Staff Name - (Full)	Note
202322	Fletcher v. Hebrew Home for Aged Disable	3/28/25	0.1	Enoch Kim	Review correspondence between MR and defense counsel re joint stipulation.
202322	Fletcher v. Hebrew Home for Aged Disable	3/28/25	1.4	Melissa Rodriguez	Communicate with Enoch Kim and opposing counsel Valentina Wilson regarding SAC; Further revisions to SAC and joint stipulation to amend SAC; Finalized stipulation and exhibits; Confer with Natalia B. regarding filing
202322	Fletcher v. Hebrew Home for Aged Disable	4/1/25	0.4	Alvin Lindsay	Review correspondence from Court and conformed copies of Stip and Order for Entry of SAC and SAC and review signed Order granting and confer with SZ on next steps and timing.
202322	Fletcher v. Hebrew Home for Aged Disable	4/3/25	0.1	Melissa Rodriguez	Reviewed signed order; Confer with Evelyn Goode regarding filing of SAC
202322	Fletcher v. Hebrew Home for Aged Disable	4/4/25	0.4	Alvin Lindsay	Review correspondence regarding filing of SAC and declaration from Plaintiff and service list and confer with SZ regarding same.
202322	Fletcher v. Hebrew Home for Aged Disable	4/4/25	0.1	Melissa Rodriguez	Confer in firm regarding SAC
202322	Fletcher v. Hebrew Home for Aged Disable	4/8/25	0.1	Melissa Rodriguez	Confirmed SAC was filed
202322	Fletcher v. Hebrew Home for Aged Disable	4/9/25	0.8	Alvin Lindsay	Review notes from mediation and correspondence regarding same and MOU and issues with installment plan. Review Court Order requiring supplemental briefing and correspondence between EK and OC regarding same and addressing items. Research past docs and correspondence to assist settlement team and confer with MR and EK regarding same. Send mediation brief and notes from mediation and confer with MR regarding same.
202322	Fletcher v. Hebrew Home for Aged Disable	4/9/25	7.1	Melissa Rodriguez	Review correspondence from Clerk regarding supplemental briefing; Began crafting briefing Confer with Alvin B. Lindsay, Natalia B, Enoch Kim regarding cost-fee sharing agreement and attorney hours; Confer with Evelyn Goode regarding costs and attorney hours; Confer with Enoch Kim regarding supplemental briefing and contents therein and confer with Enoch Kim regarding responses to questions;
202322	Fletcher v. Hebrew Home for Aged Disable	4/9/25	1.4	Enoch Kim	Review correspondence and request for supplemental briefing from the court and confer with team on how to respond.
202322	Fletcher v. Hebrew Home for Aged Disable	4/9/25	0.4	Enoch Kim	Exchange email correspondence with defense counsel re responses to court's request for supplemental briefing.
202322	Fletcher v. Hebrew Home for Aged Disable	4/10/25	0.2	Melissa Rodriguez	Confer with Enoch Kim regarding status of Supplemental briefing; Confer with Opposing counsel regarding their responses to the supplemental briefing
202322	Fletcher v. Hebrew Home for Aged Disable	4/10/25	1.5	Enoch Kim	Review and revise second supplemental declaration for preliminary approval motion.
202322	Fletcher v. Hebrew Home for Aged Disable	4/10/25	0.2	Enoch Kim	Drafted email correspondence to defense counsel re supplemental briefing and status of requested information.
202322	Fletcher v. Hebrew Home for Aged Disable	4/10/25	0.3	Enoch Kim	Confer with MR re strategy for supplemental briefing and information needed from defense counsel.
202322	Fletcher v. Hebrew Home for Aged Disable	4/10/25	0.1	Enoch Kim	Call with defense counsel re supplemental briefing and status of requested information.
202322	Fletcher v. Hebrew Home for Aged Disable	4/11/25	0.3	Enoch Kim	Call with defense counsel re supplemental briefing.
202322	Fletcher v. Hebrew Home for Aged Disable	4/11/25	0.1	Enoch Kim	Draft email correspondence to defense counsel re information needed for supplemental briefing.
202322	Fletcher v. Hebrew Home for Aged Disable	4/11/25	0.1	Enoch Kim	Confer with team re client contact for supplemental briefing.
202322	Fletcher v. Hebrew Home for Aged Disable	4/14/25	0.3	Enoch Kim	Confer with team re efforts to connect with client.
202322	Fletcher v. Hebrew Home for Aged Disable	4/15/25	0.5	Enoch Kim	Review and revise amendment to settlement agreement.
202322	Fletcher v. Hebrew Home for Aged Disable	4/15/25	0.3	Enoch Kim	Exchange emails with defense counsel re amendment to settlement agreement and supplemental briefing.
202322	Fletcher v. Hebrew Home for Aged Disable	4/16/25	0.4	Alvin Lindsay	Review correspondence between EK and OC regarding supplemental briefing and evidence for preliminary approval. Correspondence regarding release parties and scope.
202322	Fletcher v. Hebrew Home for Aged Disable	4/16/25	2	Melissa Rodriguez	Reviewed further revisions to the amendment to the settlement agreement and updated the supplementary declaration to reflect amendments to the settlement agreement; Also incorporated defendant's data/responses to supplemental briefing response;
202322	Fletcher v. Hebrew Home for Aged Disable	4/16/25	0.3	Enoch Kim	Review and revise amendment to settlement agreement.
202322	Fletcher v. Hebrew Home for Aged Disable	4/16/25	0.1	Enoch Kim	Draft email correspondence to defense counsel re amendment to settlement agreement.
202322	Fletcher v. Hebrew Home for Aged Disable	4/16/25	0.3	Enoch Kim	Confer with EG and MR re efforts to locate client and obtain signature on amendment to settlement agreement.
202322	Fletcher v. Hebrew Home for Aged Disable	4/17/25	6.3	Melissa Rodriguez	Worked on supplemental briefing; Research regarding released parties in settlement agreement; correspond with opposing counsel regarding content in supplemental briefing; confer with Enoch Kim regarding same
202322	Fletcher v. Hebrew Home for Aged Disable	4/17/25	0.3	Enoch Kim	Exchange emails with defense counsel re supplemental briefing.
202322	Fletcher v. Hebrew Home for Aged Disable	4/17/25	0.3	Enoch Kim	Confer with MR and EG re supplemental briefing.
202322	Fletcher v. Hebrew Home for Aged Disable	4/17/25	1.1	Enoch Kim	Review and revise supplemental briefing for preliminary approval motion.
202322	Fletcher v. Hebrew Home for Aged Disable	4/17/25	0.1	Enoch Kim	Call with defense counsel re supplemental briefing.
202322	Fletcher v. Hebrew Home for Aged Disable	4/18/25	0.2	Enoch Kim	Review correspondence from court re supplemental briefing and confer with MR and EG re same.
202322	Fletcher v. Hebrew Home for Aged Disable	4/22/25	0.2	Melissa Rodriguez	Followed up with Valentina regarding status of supplemental briefing
202322	Fletcher v. Hebrew Home for Aged Disable	4/23/25	2.9	Melissa Rodriguez	Several calls with Opposing Counsel regarding escalator clause, status of amendment, and division of work; Drafted Declaration for Enoch Kim and revised amendment to conform with court's request; Call to Court clerk to discuss court request and seek clarification; Confer with Evelyn Goode regarding finalizing of the Declaration and exhibits thereto
202322	Fletcher v. Hebrew Home for Aged Disable	4/23/25	0.3	Enoch Kim	Review and revise third supplemental declaration for preliminary approval motion.
202322	Fletcher v. Hebrew Home for Aged Disable	4/23/25	0.3	Enoch Kim	Confer with EG and MR re submission of settlement agreement amendment and declaration.
202322	Fletcher v. Hebrew Home for Aged Disable	4/23/25	0.5	Enoch Kim	Review Defendants' response to court's questions re escalator clause and strategize re same.
202322	Fletcher v. Hebrew Home for Aged Disable	4/24/25	0.3	Alvin Lindsay	Review third declaration in support of motion for preliminary approval from EK and correspond regarding same.
202322	Fletcher v. Hebrew Home for Aged Disable	4/28/25	0.1	Melissa Rodriguez	Confer with opposing counsel regarding appearing remotely
202322	Fletcher v. Hebrew Home for Aged Disable	4/28/25	0.1	Melissa Rodriguez	Checked on status of case and updated auxiliary checklist
202322	Fletcher v. Hebrew Home for Aged Disable	4/28/25	0.2	Enoch Kim	Review correspondence from court re further preliminary approval requirements.

Case Number	Case Title	Entry Date	Billable Time	Staff Name - (Full)	Note
202322	Fletcher v. Hebrew Home for Aged Disabled	4/28/25	0.2	Enoch Kim	Exchange emails with defense counsel re court's correspondence.
202322	Fletcher v. Hebrew Home for Aged Disabled	4/28/25	0.4	Alvin Lindsay	Review correspondence with the Court regarding preliminary approval hearing and remote appearances. Review correspondence from Court regarding further issues to resolve and address before the hearing and required updates to Settlement and release language and notice language. Correspond with EK and MR regarding same.
202322	Fletcher v. Hebrew Home for Aged Disabled	4/29/25	1.7	Melissa Rodriguez	Review Court Email regarding upcoming MPA hearing; Began updating Class Notice to comply with Court recommendation; Confer with Opposing counsel regarding meeting to address court concerns; Sought additional Administration bids; Confer in firm regarding Court recommendations such as filing POS to LWDA, etc.
202322	Fletcher v. Hebrew Home for Aged Disabled	4/29/25	0.6	Melissa Rodriguez	Prepared for meeting with opposing counsel regarding court tentative and appeared for meeting with Enoch Kim
202322	Fletcher v. Hebrew Home for Aged Disabled	4/29/25	0.7	Melissa Rodriguez	Drafted Amendment to settlement agreement; Sent to Enoch Kim for his review
202322	Fletcher v. Hebrew Home for Aged Disabled	4/30/25	1.8	Melissa Rodriguez	Prepared and appeared for hearing on Motion for Preliminary Approval; Confer with Supervisor Enoch Kim regarding MPA; In firm correspondence summarizing hearing and upcoming hearings and deadlines;
202322	Fletcher v. Hebrew Home for Aged Disabled	4/30/25	1.4	Melissa Rodriguez	Began working on supplemental briefing
202322	Fletcher v. Hebrew Home for Aged Disabled	5/1/25	1.2	Melissa Rodriguez	Drafted Supplemental briefing
202322	Fletcher v. Hebrew Home for Aged Disabled	5/7/25	3.3	Melissa Rodriguez	Finalized supplemental declaration, proposed order, and reviewed amended class notice and defendant's proposed amendments to the settlement agreement
202322	Fletcher v. Hebrew Home for Aged Disabled	5/8/25	1.2	Enoch Kim	Review and revise fourth supplemental declaration, amended class notice and second amendment to settlement agreement and amended proposed order and email OC re same.
202322	Fletcher v. Hebrew Home for Aged Disabled	5/9/25	0.5	Melissa Rodriguez	Read correspondence from Enoch Kim regarding the Amendment to the Settlement Agreement. Confer with Enoch Kim and Evelyn Goode regarding Same; Call with client to discuss amendment; Answered client's questions
202322	Fletcher v. Hebrew Home for Aged Disabled	5/9/25	0.1	Melissa Rodriguez	Text message to client: Hi Mark, this is Melissa Rodriguez from D.Law. Thank you for taking the time to speak with me today to go over the amendment to the settlement agreement. You should have received an email from Evelyn Goode containing a copy of the amendment we went over. Please review and sign today. If you have any further questions, please call us at (818) 962-6465
202322	Fletcher v. Hebrew Home for Aged Disabled	5/9/25	0.3	Melissa Rodriguez	Reviewed Enoch Kim's revisions to the settlement agreement; Sent to opposing counsel for their review
202322	Fletcher v. Hebrew Home for Aged Disabled	5/9/25	2.8	Melissa Rodriguez	Put together exhibits; Further revisions to Supplemental declaration and Proposed Order; Further document production per court order; Confer with Enoch Kim and Evelyn Goode regarding same
202322	Fletcher v. Hebrew Home for Aged Disabled	5/9/25	1.4	Enoch Kim	Review and revise supplemental briefing and proposed order and finalize for filing.
202322	Fletcher v. Hebrew Home for Aged Disabled	5/9/25	0.2	Enoch Kim	Exchange emails with defense counsel re supplemental briefing.
202322	Fletcher v. Hebrew Home for Aged Disabled	5/9/25	0.2	Enoch Kim	Confer with team re signing of amendment to settlement agreement.
202322	Fletcher v. Hebrew Home for Aged Disabled	6/3/25	0.4	Alvin Lindsay	Review correspondence regarding signed order granting preliminary approval and initiating administration with settlement administrator and review agreement and other attachments. Review regarding final approval hearing date and admin schedule.
202322	Fletcher v. Hebrew Home for Aged Disabled	6/3/25	1.2	Melissa Rodriguez	Check on status of case and calendared dates; updated personal notes; Reviewed order granting MPA; Sent internally and in to opposing counsel; Reviewed class notice; Made some revisions and sent to opposing counsel; Sent to MPA order, revised class notice, Settlement Agreement, and Amendments to the settlement agreement to the administrator
202322	Fletcher v. Hebrew Home for Aged Disabled	6/4/25	0.4	Alvin Lindsay	Review correspondence from Administrator regarding setting up administration and contact and timing and logistics for commencing administration and mailing. Correspondence with settlement team regarding same.
202322	Fletcher v. Hebrew Home for Aged Disabled	6/6/25	0.4	Alvin Lindsay	Review order granting motion for preliminary approval and correspondence from Admin and proposed administration timeline and funding installments. Confer with settlement team regarding same.
202322	Fletcher v. Hebrew Home for Aged Disabled	6/23/25	0.2	Enoch Kim	Exchange emails with defense counsel re class size and class notice.
202322	Fletcher v. Hebrew Home for Aged Disabled	6/24/25	0.2	Arianna Razi	Video conference with opposing counsel regarding plan of action for revising class notice due to increase in class size.
202322	Fletcher v. Hebrew Home for Aged Disabled	6/24/25	0.3	Enoch Kim	Review settlement agreement and case status in preparation for call with defense counsel.
202322	Fletcher v. Hebrew Home for Aged Disabled	6/24/25	0.2	Enoch Kim	Conference call with defense counsel re increased class size and next steps.
202322	Fletcher v. Hebrew Home for Aged Disabled	6/25/25	1.5	Arianna Razi	Draft joint stipulation to amend class notice and proposed order. Finalize exhibits and add to exhibit folder.
202322	Fletcher v. Hebrew Home for Aged Disabled	6/25/25	0.2	Arianna Razi	Exchange emails with defense counsel regarding joint stipulation to amend class notice and proposed order.
202322	Fletcher v. Hebrew Home for Aged Disabled	6/25/25	2	Enoch Kim	Review defendant's revised class notice; review and revise joint stipulation and proposed order to amend class notice; exchange emails with defense counsel and confer with AR re same.
202322	Fletcher v. Hebrew Home for Aged Disabled	6/27/25	0.5	Enoch Kim	Review defendant's revisions to joint stipulation and exchange emails with defense counsel re same; confer with team re filing of joint stipulation.
202322	Fletcher v. Hebrew Home for Aged Disabled	7/10/25	0.2	Arianna Razi	Review correspondence from admin and review class notice and preliminary calculations sent by admin.
202322	Fletcher v. Hebrew Home for Aged Disabled	7/15/25	0.4	Alvin Lindsay	Review correspondence with OC and settlement team regarding status of finalizing settlement agreement and notice and status and timing of motion for settlement approval documents and hearings. Confer with settlement team and administrator regarding notice and timing and SZ regarding same and calendaring.
202322	Fletcher v. Hebrew Home for Aged Disabled	7/18/25	0.4	Alvin Lindsay	Review correspondence with Administrator regarding status of administration and report from Administrator and confer with settlement team regarding same.
202322	Fletcher v. Hebrew Home for Aged Disabled	7/28/25	0.2	Arianna Razi	Draft correspondence to plaintiff.

Case Number	Case Title	Entry Date	Billable Time	Staff Name - (Full)	Note
202322	Fletcher v. Hebrew Home for Aged Disable	7/28/25	0.4	Alvin Lindsay	Review correspondence from administrator regarding notice mailing and regarding address of Plaintiff and notice being returned as undeliverable.
202322	Fletcher v. Hebrew Home for Aged Disable	8/4/25	0.4	Alvin Lindsay	Review correspondence from administrator regarding status of notices and returns and objections and exclusions and confer with SZ regarding same.
202322	Fletcher v. Hebrew Home for Aged Disable	8/12/25	0.4	Alvin Lindsay	Review correspondence from settlement administrator regarding status and report on exclusions and objections. Confer with settlement team regarding status of final approval and administration.
202322	Fletcher v. Hebrew Home for Aged Disable	8/20/25	0.4	Alvin Lindsay	Review correspondence from administrator and report regarding administration status and confer and correspond with settlement team regarding same and final approval timing.
202322	Fletcher v. Hebrew Home for Aged Disable	8/26/25	4	Arianna Razi	Draft proposed order, final judgment, and Plaintiff's declaration in support of Plaintiff's motion for final approval.
202322	Fletcher v. Hebrew Home for Aged Disable	8/26/25	0.4	Arianna Razi	Create caption page for administrator and draft correspondence to administrator re: declaration regarding settlement administration.
202322	Fletcher v. Hebrew Home for Aged Disable	8/26/25	0.4	Alvin Lindsay	Review correspondence regarding order granting approval and correspondence with OC and administrator regarding admin declaration and contents and addressing payments and numbers.
202322	Fletcher v. Hebrew Home for Aged Disable	8/27/25	0.1	Arianna Razi	Draft correspondence to administrator re: Plaintiff's estimated settlement payments.
202322	Fletcher v. Hebrew Home for Aged Disable	8/27/25	0.5	Alvin Lindsay	Review correspondence regarding final approval and finalizing attorney time. Research entries outside of timekeeping systems and compile and send to DY and JL and confer with settlement team regarding same and finalizing for motion inclusion.
202322	Fletcher v. Hebrew Home for Aged Disable	8/27/25	4.4	Arianna Razi	Draft EK's declaration in support of Motion for Final Approval.
202322	Fletcher v. Hebrew Home for Aged Disable	8/27/25	0.9	Enoch Kim	Confer with AR re final approval motion documents; review preliminary approval documents and order; consider next steps.
202322	Fletcher v. Hebrew Home for Aged Disable	8/27/25	0.7	Arianna Razi	Make further revisions to administrator's declaration in support of motion for final approval.
202322	Fletcher v. Hebrew Home for Aged Disable	8/28/25	0.2	Arianna Razi	Draft correspondence to administrator re: revisions to administrator's declaration.
202322	Fletcher v. Hebrew Home for Aged Disable	8/28/25	4.4	Arianna Razi	Draft Plaintiff's notice of motion and motion for final approval and memorandum of points and authorities in support thereof.
202322	Fletcher v. Hebrew Home for Aged Disable	8/28/25	0.4	Alvin Lindsay	Review correspondence with administrator regarding declaration and finalizing and regarding filing and timing for approval hearing and funding and distribution. Review admin report.
202322	Fletcher v. Hebrew Home for Aged Disable	9/2/25	1.3	Arianna Razi	Make additional revisions to EK's declaration in support of motion for final approval and memorandum of points and authorities in support of motion for final approval.
202322	Fletcher v. Hebrew Home for Aged Disable	9/3/25	0.4	Alvin Lindsay	Review settlement status and correspondence from Admin on exclusions and such. Review settlement terms and timing for final approval and confer regarding installment necessity.
202322	Fletcher v. Hebrew Home for Aged Disable	9/3/25	0.2	Arianna Razi	Attempted to call plaintiff and left voicemail message re: his declaration. Drafted correspondence to Plaintiff memorializing my voicemail message.
202322	Fletcher v. Hebrew Home for Aged Disable	9/3/25	0.5	Arianna Razi	Review EK's revisions to memorandum of points and authorities; draft correspondence to opposing counsel re: their review of the motion papers.
202322	Fletcher v. Hebrew Home for Aged Disable	9/4/25	0.2	Arianna Razi	Make additional revisions to EK's declaration based on EK's revisions to the memorandum of points and authorities.
202322	Fletcher v. Hebrew Home for Aged Disable	9/4/25	0.5	Arianna Razi	Draft DY declaration in support of motion for final approval.
202322	Fletcher v. Hebrew Home for Aged Disable	9/4/25	5.9	Enoch Kim	Review and revise final approval motion documents; confer with AR re same.

EXHIBIT 2

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

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

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

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 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 $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 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 3

JUDICIARY SALARY PLAN
San Jose-San Francisco-Oakland, CA - Table SF
46.34% Locality Payment Included
Effective January 13, 2025

Grade	1	2	3	4	5	6	7	8	9	10
1	\$32,722	\$33,819	\$34,906	\$35,991	\$37,077	\$37,712	\$38,789	\$39,873	\$39,917	\$40,931
2	\$36,793	\$37,668	\$38,887	\$39,917	\$40,365	\$41,552	\$42,739	\$43,925	\$45,112	\$46,299
3	\$40,147	\$41,484	\$42,822	\$44,160	\$45,497	\$46,835	\$48,172	\$49,510	\$50,847	\$52,185
4	\$45,065	\$46,568	\$48,071	\$49,574	\$51,077	\$52,580	\$54,083	\$55,586	\$57,089	\$58,592
5	\$50,420	\$52,100	\$53,780	\$55,460	\$57,140	\$58,820	\$60,500	\$62,180	\$63,860	\$65,540
6	\$56,205	\$58,078	\$59,951	\$61,824	\$63,697	\$65,571	\$67,444	\$69,317	\$71,190	\$73,063
7	\$62,456	\$64,539	\$66,621	\$68,704	\$70,786	\$72,869	\$74,951	\$77,033	\$79,116	\$81,198
8	\$69,168	\$71,474	\$73,780	\$76,087	\$78,393	\$80,699	\$83,006	\$85,312	\$87,618	\$89,924
9	\$76,397	\$78,943	\$81,489	\$84,036	\$86,582	\$89,128	\$91,675	\$94,221	\$96,767	\$99,314
10	\$84,129	\$86,933	\$89,737	\$92,541	\$95,345	\$98,149	\$100,953	\$103,757	\$106,560	\$109,364
11	\$92,433	\$95,513	\$98,594	\$101,674	\$104,755	\$107,835	\$110,915	\$113,996	\$117,076	\$120,157
12	\$110,788	\$114,482	\$118,175	\$121,869	\$125,563	\$129,256	\$132,950	\$136,644	\$140,337	\$144,031
13	\$131,743	\$136,134	\$140,526	\$144,918	\$149,309	\$153,701	\$158,093	\$162,484	\$166,876	\$171,268
14	\$155,679	\$160,869	\$166,058	\$171,247	\$176,436	\$181,626	\$186,815	\$192,004	\$195,200 **	\$195,200 **
15	\$183,120	\$189,223	\$195,200 **	\$195,200 **	\$195,200 **	\$195,200 **	\$195,200 **	\$195,200 **	\$195,200 **	\$195,200 **
16	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *
17	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *
18	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *

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

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

EXHIBIT 4

Salary Table 2025-SF
Incorporating the 1.7% General Schedule Increase and a Locality Payment of 46.34%
For the Locality Pay Area of San Jose-San Francisco-Oakland, CA
Total Increase: 2.35%
Effective January 2025

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

Grade	B/O	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	B	\$ 15.68	\$ 16.20	\$ 16.73	\$ 17.25	\$ 17.77	\$ 18.07	\$ 18.59	\$ 19.11	\$ 19.13	\$ 19.61
	O	23.52	24.30	25.10	25.88	26.66	27.11	27.89	28.67	28.70	29.42
2	B	17.63	18.05	18.63	19.13	19.34	19.91	20.48	21.05	21.62	22.18
	O	26.45	27.08	27.95	28.70	29.01	29.87	30.72	31.58	32.43	33.27
3	B	19.24	19.88	20.52	21.16	21.80	22.44	23.08	23.72	24.36	25.00
	O	28.86	29.82	30.78	31.74	32.70	33.66	34.62	35.58	36.54	37.50
4	B	21.59	22.31	23.03	23.75	24.47	25.19	25.91	26.63	27.35	28.07
	O	32.39	33.47	34.55	35.63	36.71	37.79	38.87	39.95	41.03	42.11
5	B	24.16	24.96	25.77	26.57	27.38	28.18	28.99	29.79	30.60	31.40
	O	36.24	37.44	38.66	39.86	41.07	42.27	43.49	44.69	45.90	47.10
6	B	26.93	27.83	28.73	29.62	30.52	31.42	32.32	33.21	34.11	35.01
	O	40.40	41.75	43.10	44.43	45.78	47.13	48.48	49.82	51.17	52.52
7	B	29.93	30.92	31.92	32.92	33.92	34.92	35.91	36.91	37.91	38.91
	O	44.90	46.38	47.88	49.38	50.88	52.38	53.87	55.37	56.87	58.37
8	B	33.14	34.25	35.35	36.46	37.56	38.67	39.77	40.88	41.98	43.09
	O	49.71	51.38	53.03	54.69	56.34	58.01	59.66	60.47	60.47	60.47
9	B	36.61	37.83	39.05	40.27	41.49	42.71	43.93	45.15	46.37	47.59
	O	54.92	56.75	58.58	60.41	60.47	60.47	60.47	60.47	60.47	60.47
10	B	40.31	41.65	43.00	44.34	45.69	47.03	48.37	49.72	51.06	52.40
	O	60.47	60.47	60.47	60.47	60.47	60.47	60.47	60.47	60.47	60.47
11	B	44.29	45.77	47.24	48.72	50.19	51.67	53.15	54.62	56.10	57.57
	O	60.47	60.47	60.47	60.47	60.47	60.47	60.47	60.47	60.47	60.47
12	B	53.08	54.85	56.62	58.39	60.16	61.93	63.70	65.47	67.24	69.01
	O	60.47	60.47	60.47	60.47	60.47	61.93	63.70	65.47	67.24	69.01
13	B	63.13	65.23	67.33	69.44	71.54	73.65	75.75	77.86	79.96	82.06
	O	63.13	65.23	67.33	69.44	71.54	73.65	75.75	77.86	79.96	82.06
14	B	74.59	77.08	79.57	82.05	84.54	87.03	89.51	92.00	93.53	93.53
	O	74.59	77.08	79.57	82.05	84.54	87.03	89.51	92.00	93.53	93.53
15	B	87.74	90.67	93.53	93.53	93.53	93.53	93.53	93.53	93.53	93.53
	O	87.74	90.67	93.53	93.53	93.53	93.53	93.53	93.53	93.53	93.53

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

Applicable locations are shown on the 2025 Locality Pay Area Definitions page:

<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2025/locality-pay-area-definitions/>

EXHIBIT 5

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

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

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

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

EXHIBIT 6

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

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

Grade	B/O	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	B	\$ 14.35	\$ 14.83	\$ 15.31	\$ 15.78	\$ 16.26	\$ 16.54	\$ 17.01	\$ 17.49	\$ 17.51	\$ 17.95
	O	21.53	22.25	22.97	23.67	24.39	24.81	25.52	26.24	26.27	26.93
2	B	16.14	16.52	17.05	17.51	17.70	18.22	18.74	19.26	19.78	20.30
	O	24.21	24.78	25.58	26.27	26.55	27.33	28.11	28.89	29.67	30.45
3	B	17.61	18.19	18.78	19.37	19.95	20.54	21.13	21.71	22.30	22.89
	O	26.42	27.29	28.17	29.06	29.93	30.81	31.70	32.57	33.45	34.34
4	B	19.76	20.42	21.08	21.74	22.40	23.06	23.72	24.38	25.04	25.70
	O	29.64	30.63	31.62	32.61	33.60	34.59	35.58	36.57	37.56	38.55
5	B	22.11	22.85	23.59	24.32	25.06	25.80	26.53	27.27	28.01	28.74
	O	33.17	34.28	35.39	36.48	37.59	38.70	39.80	40.91	42.02	43.11
6	B	24.65	25.47	26.29	27.11	27.93	28.76	29.58	30.40	31.22	32.04
	O	36.98	38.21	39.44	40.67	41.90	43.14	44.37	45.60	46.83	48.06
7	B	27.39	28.30	29.22	30.13	31.04	31.96	32.87	33.78	34.70	35.61
	O	41.09	42.45	43.83	45.20	46.56	47.94	49.31	50.67	52.05	53.42
8	B	30.33	31.35	32.36	33.37	34.38	35.39	36.40	37.41	38.43	39.44
	O	45.50	47.03	48.54	50.06	51.57	53.09	54.60	55.35	55.35	55.35
9	B	33.50	34.62	35.74	36.85	37.97	39.09	40.20	41.32	42.44	43.55
	O	50.25	51.93	53.61	55.28	55.35	55.35	55.35	55.35	55.35	55.35
10	B	36.90	38.13	39.35	40.58	41.81	43.04	44.27	45.50	46.73	47.96
	O	55.35	55.35	55.35	55.35	55.35	55.35	55.35	55.35	55.35	55.35
11	B	40.54	41.89	43.24	44.59	45.94	47.29	48.64	49.99	51.34	52.70
	O	55.35	55.35	55.35	55.35	55.35	55.35	55.35	55.35	55.35	55.35
12	B	48.59	50.21	51.83	53.45	55.07	56.69	58.31	59.93	61.55	63.17
	O	55.35	55.35	55.35	55.35	55.35	56.69	58.31	59.93	61.55	63.17
13	B	57.78	59.70	61.63	63.55	65.48	67.41	69.33	71.26	73.18	75.11
	O	57.78	59.70	61.63	63.55	65.48	67.41	69.33	71.26	73.18	75.11
14	B	68.27	70.55	72.83	75.10	77.38	79.65	81.93	84.20	86.48	88.76
	O	68.27	70.55	72.83	75.10	77.38	79.65	81.93	84.20	86.48	88.76
15	B	80.31	82.99	85.66	88.34	91.02	93.53	93.53	93.53	93.53	93.53
	O	80.31	82.99	85.66	88.34	91.02	93.53	93.53	93.53	93.53	93.53

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

Applicable locations are shown on the 2025 Locality Pay Area Definitions page:

<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2025/locality-pay-area-definitions/>

EXHIBIT 7



[OPM.gov](https://www.opm.gov) / [Policy](#) / [Pay & Leave](#) / Salaries & Wages

LOCALITY PAY AREA DEFINITIONS

The locality pay area definitions on this page are consistent with the locality pay area definitions in 5 CFR 531.603 and are the authoritative and up-to-date geographic area definitions for use in the locality pay program for this year. Conflicting information from other sources should not be relied upon if it differs from the content presented on this page or in the official regulatory definitions.

2025 Locality Pay Area Definitions

The [President's Pay Agent](#) geographically defines locality pay areas after considering recommendations from the [Federal Salary Council](#). The geographic definitions of locality pay areas for calendar year 2025 are listed below and will be the same as in calendar year 2024. These locality pay areas were geographically defined using [criteria](#) consistently applied for all locations throughout the country.

Most of the locations listed below 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 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-Georgetown, TX](#)
- [Birmingham-Hoover-Talladega, AL](#)
- [Boston-Worcester-Providence, MA-RI-NH-CT-ME-VT](#)
- [Buffalo-Cheektowaga-Olean, NY](#)
- [Burlington-South Burlington-Barre, VT](#)
- [Charlotte-Concord, NC-SC](#)
- [Chicago-Naperville, IL-IN-WI](#)

- [Cincinnati-Wilmington-Maysville, OH-KY-IN](#)
- [Cleveland-Akron-Canton, OH-PA](#)
- [Colorado Springs, CO](#)
- [Columbus-Marion-Zanesville, OH](#)
- [Corpus Christi-Kingsville-Alice, TX](#)
- [Dallas-Fort Worth, TX-OK](#)
- [Davenport-Moline, IA-IL](#)
- [Dayton-Springfield-Kettering, OH](#)
- [Denver-Aurora, CO](#)
- [Des Moines-Ames-West Des Moines, IA](#)
- [Detroit-Warren-Ann Arbor, MI](#)
- [Fresno-Madera-Hanford, CA](#)
- [Harrisburg-Lebanon, PA](#)
- [Hartford-East Hartford, CT-MA](#)
- [Hawaii](#)
- [Houston-The Woodlands, TX](#)
- [Huntsville-Decatur, AL-TN](#)
- [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-Port St. Lucie-Fort Lauderdale, 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, AZ](#)
- [Pittsburgh-New Castle-Weirton, PA-OH-WV](#)
- [Portland-Vancouver-Salem, OR-WA](#)
- [Raleigh-Durham-Cary, NC](#)
- [Reno-Fernley, NV](#)
- [Richmond, VA](#)
- [Rochester-Batavia-Seneca Falls, NY](#)
- [Sacramento-Roseville, CA-NV](#)
- [San Antonio-New Braunfels-Pearsall, TX](#)
- [San Diego-Chula Vista-Carlsbad, CA](#)
- [San Jose-San Francisco-Oakland, CA](#)
- [Seattle-Tacoma, WA](#)
- [Spokane-Spokane Valley-Coeur d'Alene, WA-ID](#)
- [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
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State of Alaska	02
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Albany-Schenectady, NY-MA

New York

Place Name	FIPS
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Albany County, NY	36001
Columbia County, NY	36021
Fulton County, NY	36035
Greene County, NY	36039
Hamilton County, NY	36041
Montgomery County, NY	36057
Rensselaer County, NY	36083
Saratoga County, NY	36091
Schenectady County, NY	36093
Schoharie County, NY	36095
Warren County, NY	36113
Washington County, NY	36115

Massachusetts

Place Name	FIPS
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Berkshire County, MA	25003
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Albuquerque-Santa Fe-Las Vegas, NM

New Mexico

Place Name	FIPS
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Bernalillo County, NM	35001
Cibola County, NM	35006
Los Alamos County, NM	35028
McKinley County, NM	35031

Place Name	FIPS
Mora County, NM	35033
Rio Arriba County, NM	35039
Sandoval County, NM	35043
San Miguel County, NM	35047
Santa Fe County, NM	35049
Torrance County, NM	35057
Valencia County, NM	35061

Atlanta--Athens-Clarke County--Sandy Springs, GA-AL

Georgia

Place Name	FIPS
Banks County, GA	13011
Barrow County, GA	13013
Bartow County, GA	13015
Butts County, GA	13035
Carroll County, GA	13045
Chattahoochee County, GA	13053
Cherokee County, GA	13057
Clarke County, GA	13059
Clayton County, GA	13063
Cobb County, GA	13067
Coweta County, GA	13077
Dawson County, GA	13085
DeKalb County, GA	13089
Douglas County, GA	13097
Elbert County, GA	13105
Fayette County, GA	13113
Floyd County, GA	13115
Forsyth County, GA	13117
Franklin County, GA	13119
Fulton County, GA	13121
Gilmer County, GA	13123
Gordon County, GA	13129
Greene County, GA	13133
Gwinnett County, GA	13135

Place Name	FIPS
Habersham County, GA	13137
Hall County, GA	13139
Haralson County, GA	13143
Harris County, GA	13145
Heard County, GA	13149
Henry County, GA	13151
Jackson County, GA	13157
Jasper County, GA	13159
Lamar County, GA	13171
Lumpkin County, GA	13187
Madison County, GA	13195
Marion County, GA	13197
Meriwether County, GA	13199
Morgan County, GA	13211
Muscogee County, GA	13215
Newton County, GA	13217
Oconee County, GA	13219
Oglethorpe County, GA	13221
Paulding County, GA	13223
Pickens County, GA	13227
Pike County, GA	13231
Polk County, GA	13233
Putnam County, GA	13237
Rabun County, GA	13241
Rockdale County, GA	13247
Spalding County, GA	13255
Stephens County, GA	13257
Stewart County, GA	13259
Talbot County, GA	13263
Taliaferro County, GA	13265
Troup County, GA	13285
Upson County, GA	13293
Walton County, GA	13297
White County, GA	13311

Alabama

Place Name	FIPS
Chambers County, AL	01017
Cherokee County, AL	01019
Cleburne County, AL	01029
Lee County, AL	01081
Randolph County, AL	01111
Russell County, AL	01113

Austin-Round Rock-Georgetown, TX

Texas

Place Name	FIPS
Bastrop County, TX	48021
Blanco County, TX	48031
Burnet County, TX	48053
Caldwell County, TX	48055
Hays County, TX	48209
Lee County, TX	48287
Milam County, TX	48331
Travis County, TX	48453
Williamson County, TX	48491

Birmingham-Hoover-Talladega, AL

Alabama

Place Name	FIPS
Bibb County, AL	01007
Blount County, AL	01009
Calhoun County, AL	01015
Chilton County, AL	01021
Clay County, AL	01027
Coosa County, AL	01037
Cullman County, AL	01043
Etowah County, AL	01055
Greene County, AL	01063

Place Name	FIPS
Hale County, AL	01065
Jefferson County, AL	01073
Pickens County, AL	01107
St. Clair County, AL	01115
Shelby County, AL	01117
Talladega County, AL	01121
Tallapoosa County, AL	01123
Tuscaloosa County, AL	01125
Walker County, AL	01127
Winston County, AL	01133

Boston-Worcester-Providence, MA-RI-NH-CT-ME-VT

Massachusetts

Place Name	FIPS
Barnstable County, MA	25001
Bristol County, MA	25005
Dukes County, MA	25007
Essex County, MA	25009
Middlesex County, MA	25017
Nantucket County, MA	25019
Norfolk County, MA	25021
Plymouth County, MA	25023
Suffolk County, MA	25025
Worcester County, MA	25027

Rhode Island

Place Name	FIPS
Bristol County, RI	44001
Kent County, RI	44003
Newport County, RI	44005
Providence County, RI	44007
Washington County, RI	44009

New Hampshire

Place Name**FIPS**

Belknap County, NH	33001
Carroll County, NH	33003
Cheshire County, NH	33005
Grafton County, NH	33009
Hillsborough County, NH	33011
Merrimack County, NH	33013
Rockingham County, NH	33015
Strafford County, NH	33017
Sullivan County, NH	33019

Connecticut**Place Name****FIPS**

Windham County, CT	09015
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Maine**Place Name****FIPS**

Androscoggin County, ME	23001
Cumberland County, ME	23005
Sagadahoc County, ME	23023
York County, ME	23031

Vermont**Place Name****FIPS**

Orange County, VT	50017
Windsor County, VT	50027

Buffalo-Cheektowaga-Olean, NY**New York****Place Name****FIPS**

Allegany County, NY	36003
Cattaraugus County, NY	36009

Place Name**FIPS**

Erie County, NY	36029
Niagara County, NY	36063
Wyoming County, NY	36121

Burlington-South Burlington-Barre, VT**Vermont****Place Name****FIPS**

Addison County, VT	50001
Chittenden County, VT	50007
Franklin County, VT	50011
Grand Isle County, VT	50013
Lamoille County, VT	50015
Washington County, VT	50023

Charlotte-Concord, NC-SC**North Carolina****Place Name****FIPS**

Alexander County, NC	37003
Anson County, NC	37007
Burke County, NC	37023
Cabarrus County, NC	37025
Caldwell County, NC	37027
Catawba County, NC	37035
Cleveland County, NC	37045
Gaston County, NC	37071
Iredell County, NC	37097
Lincoln County, NC	37109
Mecklenburg County, NC	37119
Rowan County, NC	37159
Stanly County, NC	37167
Union County, NC	37179

South Carolina

Place Name	FIPS
Chester County, SC	45023
Chesterfield County, SC	45025
Lancaster County, SC	45057
York County, SC	45091

Chicago-Naperville, IL-IN-WI

Illinois

Place Name	FIPS
Boone County, IL	17007
Bureau County, IL	17011
Cook County, IL	17031
DeKalb County, IL	17037
DuPage County, IL	17043
Grundy County, IL	17063
Iroquois County, IL	17075
Kane County, IL	17089
Kankakee County, IL	17091
Kendall County, IL	17093
Lake County, IL	17097
LaSalle County, IL	17099
McHenry County, IL	17111
Ogle County, IL	17141
Putnam County, IL	17155
Stephenson County, IL	17177
Will County, IL	17197
Winnebago County, IL	17201

Indiana

Place Name	FIPS
Jasper County, IN	18073
Lake County, IN	18089
LaPorte County, IN	18091
Newton County, IN	18111

Place Name**FIPS**

Porter County, IN	18127
Starke County, IN	18149

Wisconsin**Place Name****FIPS**

Kenosha County, WI	55059
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Cincinnati-Wilmington-Maysville, OH-KY-IN**Ohio****Place Name****FIPS**

Adams County, OH	39001
Brown County, OH	39015
Butler County, OH	39017
Clermont County, OH	39025
Clinton County, OH	39027
Hamilton County, OH	39061
Highland County, OH	39071
Warren County, OH	39165

Kentucky**Place Name****FIPS**

Boone County, KY	21015
Bracken County, KY	21023
Campbell County, KY	21037
Carroll County, KY	21041
Fleming County, KY	21069
Gallatin County, KY	21077
Grant County, KY	21081
Kenton County, KY	21117
Lewis County, KY	21135
Mason County, KY	21161
Owen County, KY	21187

Place Name	FIPS
Pendleton County, KY	21191
Robertson County, KY	21201

Indiana

Place Name	FIPS
Dearborn County, IN	18029
Franklin County, IN	18047
Ohio County, IN	18115
Ripley County, IN	18137
Switzerland County, IN	18155
Union County, IN	18161

Cleveland-Akron-Canton, OH-PA

Ohio

Place Name	FIPS
Ashland County, OH	39005
Ashtabula County, OH	39007
Carroll County, OH	39019
Columbiana County, OH	39029
Crawford County, OH	39033
Cuyahoga County, OH	39035
Erie County, OH	39043
Geauga County, OH	39055
Harrison County, OH	39067
Holmes County, OH	39075
Huron County, OH	39077
Lake County, OH	39085
Lorain County, OH	39093
Mahoning County, OH	39099
Medina County, OH	39103
Portage County, OH	39133
Richland County, OH	39139
Stark County, OH	39151
Summit County, OH	39153

Place Name**FIPS**

Trumbull County, OH	39155
Tuscarawas County, OH	39157
Wayne County, OH	39169

Pennsylvania**Place Name****FIPS**

Mercer County, PA	42085
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Colorado Springs, CO**Colorado****Place Name****FIPS**

El Paso County, CO	08041
Fremont County, CO	08043
Pueblo County, CO	08101
Teller County, CO	08119

Columbus-Marion-Zanesville, OH**Ohio****Place Name****FIPS**

Coshocton County, OH	39031
Delaware County, OH	39041
Fairfield County, OH	39045
Fayette County, OH	39047
Franklin County, OH	39049
Guernsey County, OH	39059
Hardin County, OH	39065
Hocking County, OH	39073
Knox County, OH	39083
Licking County, OH	39089
Logan County, OH	39091
Madison County, OH	39097

Place Name	FIPS
Marion County, OH	39101
Morgan County, OH	39115
Morrow County, OH	39117
Muskingum County, OH	39119
Noble County, OH	39121
Perry County, OH	39127
Pickaway County, OH	39129
Pike County, OH	39131
Ross County, OH	39141
Union County, OH	39159
Vinton County, OH	39163

Corpus Christi-Kingsville-Alice, TX

Texas

Place Name	FIPS
Aransas County, TX	48007
Brooks County, TX	48047
Duval County, TX	48131
Jim Wells County, TX	48249
Kenedy County, TX	48261
Kleberg County, TX	48273
Live Oak County, TX	48297
Nueces County, TX	48355
Refugio County, TX	48391
San Patricio County, TX	48409

Dallas-Fort Worth, TX-OK

Texas

Place Name	FIPS
Collin County, TX	48085
Cooke County, TX	48097
Dallas County, TX	48113

Place Name	FIPS
Delta County, TX	48119
Denton County, TX	48121
Ellis County, TX	48139
Fannin County, TX	48147
Grayson County, TX	48181
Henderson County, TX	48213
Hill County, TX	48217
Hood County, TX	48221
Hopkins County, TX	48223
Hunt County, TX	48231
Jack County, TX	48237
Johnson County, TX	48251
Kaufman County, TX	48257
Montague County, TX	48337
Navarro County, TX	48349
Palo Pinto County, TX	48363
Parker County, TX	48367
Rains County, TX	48379
Rockwall County, TX	48397
Somervell County, TX	48425
Tarrant County, TX	48439
Van Zandt County, TX	48467
Wise County, TX	48497

Oklahoma

Place Name	FIPS
Bryan County, OK	40013
Carter County, OK	40019
Love County, OK	40085

Davenport-Moline, IA-IL

Iowa

Place Name	FIPS
Cedar County, IA	19031

Place Name	FIPS
Clinton County, IA	19045
Jackson County, IA	19097
Louisa County, IA	19115
Muscatine County, IA	19139
Scott County, IA	19163

Illinois

Place Name	FIPS
Carroll County, IL	17015
Henry County, IL	17073
Lee County, IL	17103
Mercer County, IL	17131
Rock Island County, IL	17161
Whiteside County, IL	17195

Dayton-Springfield-Kettering, OH

Ohio

Place Name	FIPS
Allen County, OH	39003
Auglaize County, OH	39011
Champaign County, OH	39021
Clark County, OH	39023
Darke County, OH	39037
Greene County, OH	39057
Mercer County, OH	39107
Miami County, OH	39109
Montgomery County, OH	39113
Preble County, OH	39135
Shelby County, OH	39149
Van Wert County, OH	39161

Denver-Aurora, CO

Colorado

Place Name	FIPS
Adams County, CO	08001
Arapahoe County, CO	08005
Boulder County, CO	08013
Broomfield County, CO	08014
Clear Creek County, CO	08019
Denver County, CO	08031
Douglas County, CO	08035
Elbert County, CO	08039
Gilpin County, CO	08047
Jefferson County, CO	08059
Larimer County, CO	08069
Lincoln County, CO	08073
Park County, CO	08093
Weld County, CO	08123

Des Moines-Ames-West Des Moines, IA

Iowa

Place Name	FIPS
Adair County, IA	19001
Boone County, IA	19015
Clarke County, IA	19039
Dallas County, IA	19049
Greene County, IA	19073
Guthrie County, IA	19077
Hamilton County, IA	19079
Jasper County, IA	19099
Lucas County, IA	19117
Madison County, IA	19121
Mahaska County, IA	19123
Marion County, IA	19125
Monroe County, IA	19135
Polk County, IA	19153
Poweshiek County, IA	19157
Story County, IA	19169

Place Name**FIPS**

Warren County, IA

19181

Detroit-Warren-Ann Arbor, MI**Michigan****Place Name****FIPS**

Clinton County, MI

26037

Eaton County, MI

26045

Genesee County, MI

26049

Huron County, MI

26063

Ingham County, MI

26065

Jackson County, MI

26075

Lapeer County, MI

26087

Lenawee County, MI

26091

Livingston County, MI

26093

Macomb County, MI

26099

Monroe County, MI

26115

Oakland County, MI

26125

St. Clair County, MI

26147

Sanilac County, MI

26151

Shiawassee County, MI

26155

Tuscola County, MI

26157

Washtenaw County, MI

26161

Wayne County, MI

26163

Fresno-Madera-Hanford, CA**California****Place Name****FIPS**

Fresno County, CA

06019

Kings County, CA

06031

Madera County, CA

06039

Mariposa County, CA

06043

Tulare County, CA

06107

Harrisburg-Lebanon, PA

Pennsylvania

Place Name	FIPS
Cumberland County, PA	42041
Dauphin County, PA	42043
Juniata County, PA	42067
Lancaster County, PA	42071
Lebanon County, PA	42075
Perry County, PA	42099

Hartford-East Hartford, CT-MA

Connecticut

Place Name	FIPS
Hartford County, CT	09003
Middlesex County, CT	09007
New London County, CT	09011
Tolland County, CT	09013

Massachusetts

Place Name	FIPS
Franklin County, MA	25011
Hampden County, MA	25013
Hampshire County, MA	25015

Hawaii

Hawaii

Place Name	FIPS
State of Hawaii	15

Houston-The Woodlands, TX

Texas

Place Name	FIPS
Austin County, TX	48015
Brazoria County, TX	48039
Chambers County, TX	48071
Colorado County, TX	48089
Fort Bend County, TX	48157
Galveston County, TX	48167
Grimes County, TX	48185
Harris County, TX	48201
Jackson County, TX	48239
Liberty County, TX	48291
Madison County, TX	48313
Matagorda County, TX	48321
Montgomery County, TX	48339
San Jacinto County, TX	48407
Trinity County, TX	48455
Walker County, TX	48471
Waller County, TX	48473
Washington County, TX	48477
Wharton County, TX	48481

Huntsville-Decatur, AL-TN

Alabama

Place Name	FIPS
Colbert County, AL	01033
DeKalb County, AL	01049
Lauderdale County, AL	01077
Lawrence County, AL	01079
Limestone County, AL	01083
Madison County, AL	01089
Marshall County, AL	01095
Morgan County, AL	01103

Tennessee

Place Name**FIPS**

Lincoln County, TN

47103

Indianapolis-Carmel-Muncie, IN**Indiana****Place Name****FIPS**

Bartholomew County, IN

18005

Benton County, IN

18007

Blackford County, IN

18009

Boone County, IN

18011

Brown County, IN

18013

Carroll County, IN

18015

Clinton County, IN

18023

Decatur County, IN

18031

Delaware County, IN

18035

Fayette County, IN

18041

Fountain County, IN

18045

Grant County, IN

18053

Hamilton County, IN

18057

Hancock County, IN

18059

Hendricks County, IN

18063

Henry County, IN

18065

Jackson County, IN

18071

Jennings County, IN

18079

Johnson County, IN

18081

Lawrence County, IN

18093

Madison County, IN

18095

Marion County, IN

18097

Monroe County, IN

18105

Montgomery County, IN

18107

Morgan County, IN

18109

Owen County, IN

18119

Putnam County, IN

18133

Randolph County, IN

18135

Rush County, IN

18139

Shelby County, IN

18145

Place Name	FIPS
Tippecanoe County, IN	18157
Tipton County, IN	18159
Warren County, IN	18171
Wayne County, IN	18177

Kansas City-Overland Park-Kansas City, MO-KS

Missouri

Place Name	FIPS
Andrew County, MO	29003
Bates County, MO	29013
Buchanan County, MO	29021
Caldwell County, MO	29025
Carroll County, MO	29033
Cass County, MO	29037
Clay County, MO	29047
Clinton County, MO	29049
Daviess County, MO	29061
DeKalb County, MO	29063
Gentry County, MO	29075
Henry County, MO	29083
Holt County, MO	29087
Jackson County, MO	29095
Johnson County, MO	29101
Lafayette County, MO	29107
Platte County, MO	29165
Ray County, MO	29177

Kansas

Place Name	FIPS
Anderson County, KS	20003
Atchison County, KS	20005
Doniphan County, KS	20043
Douglas County, KS	20045
Franklin County, KS	20059

Place Name	FIPS
Jackson County, KS	20085
Jefferson County, KS	20087
Johnson County, KS	20091
Leavenworth County, KS	20103
Linn County, KS	20107
Miami County, KS	20121
Osage County, KS	20139
Shawnee County, KS	20177
Wabaunsee County, KS	20197
Wyandotte County, KS	20209

Laredo, TX

Texas

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

Las Vegas-Henderson, NV-AZ

Nevada

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

Arizona

Place Name	FIPS
Mohave County, AZ	04015

Los Angeles-Long Beach, CA

California

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

Miami-Port St. Lucie-Fort Lauderdale, FL

Florida

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

Milwaukee-Racine-Waukesha, WI

Wisconsin

Place Name	FIPS
Dodge County, WI	55027
Fond du Lac County, WI	55039
Jefferson County, WI	55055
Milwaukee County, WI	55079
Ozaukee County, WI	55089
Racine County, WI	55101

Place Name	FIPS
Sheboygan County, WI	55117
Walworth County, WI	55127
Washington County, WI	55131
Waukesha County, WI	55133

Minneapolis-St. Paul, MN-WI

Minnesota

Place Name	FIPS
Anoka County, MN	27003
Benton County, MN	27009
Blue Earth County, MN	27013
Brown County, MN	27015
Carver County, MN	27019
Chisago County, MN	27025
Dakota County, MN	27037
Dodge County, MN	27039
Fillmore County, MN	27045
Goodhue County, MN	27049
Hennepin County, MN	27053
Isanti County, MN	27059
Kanabec County, MN	27065
Le Sueur County, MN	27079
McLeod County, MN	27085
Meeker County, MN	27093
Mille Lacs County, MN	27095
Morrison County, MN	27097
Mower County, MN	27099
Nicollet County, MN	27103
Olmsted County, MN	27109
Pine County, MN	27115
Ramsey County, MN	27123
Rice County, MN	27131
Scott County, MN	27139
Sherburne County, MN	27141
Sibley County, MN	27143

Place Name**FIPS**

Stearns County, MN	27145
Steele County, MN	27147
Wabasha County, MN	27157
Waseca County, MN	27161
Washington County, MN	27163
Wright County, MN	27171

Wisconsin**Place Name****FIPS**

Pierce County, WI	55093
Polk County, WI	55095
St. Croix County, WI	55109

New York-Newark, NY-NJ-CT-PA**New York****Place Name****FIPS**

Bronx County, NY	36005
Dutchess County, NY	36027
Kings County, NY	36047
Nassau County, NY	36059
New York County, NY	36061
Orange County, NY	36071
Putnam County, NY	36079
Queens County, NY	36081
Richmond County, NY	36085
Rockland County, NY	36087
Suffolk County, NY	36103
Sullivan County, NY	36105
Ulster County, NY	36111
Westchester County, NY	36119

New Jersey

Place Name	FIPS
Bergen County, NJ	34003
Essex County, NJ	34013
Fort Dix, NJ	341052005
Hudson County, NJ	34017
Hunterdon County, NJ	34019
Joint Base McGuire-Dix-Lakehurst	341530005
McGuire Air Force Base, NJ	341778005
Mercer County, NJ	34021
Middlesex County, NJ	34023
Monmouth County, NJ	34025
Morris County, NJ	34027
Ocean County, NJ	34029
Passaic County, NJ	34031
Somerset County, NJ	34035
Sussex County, NJ	34037
Union County, NJ	34039
Warren County, NJ	34041

Connecticut

Place Name	FIPS
Fairfield County, CT	09001
Litchfield County, CT	09005
New Haven County, CT	09009

Pennsylvania

Place Name	FIPS
Carbon County, PA	42025
Lehigh County, PA	42077
Monroe County, PA	42089
Northampton County, PA	42095
Pike County, PA	42103
Wayne County, PA	42127

Omaha-Council Bluffs-Fremont, NE-IA

Nebraska

Place Name	FIPS
Burt County, NE	31021
Cass County, NE	31025
Dodge County, NE	31053
Douglas County, NE	31055
Sarpy County, NE	31153
Saunders County, NE	31155
Washington County, NE	31177

Iowa

Place Name	FIPS
Fremont County, IA	19071
Harrison County, IA	19085
Mills County, IA	19129
Pottawattamie County, IA	19155
Shelby County, IA	19165

Palm Bay-Melbourne-Titusville, FL

Florida

Place Name	FIPS
Brevard County, FL	12009

Philadelphia-Reading-Camden, PA-NJ-DE-MD

Pennsylvania

Place Name	FIPS
Berks County, PA	42011
Bucks County, PA	42017
Chester County, PA	42029
Delaware County, PA	42045
Montgomery County, PA	42091
Philadelphia County, PA	42101

Place Name**FIPS**

Schuylkill County, PA

42107

New Jersey**Place Name****FIPS**

Atlantic County, NJ

34001

Burlington County, NJ

34005

Camden County, NJ

34007

Cape May County, NJ

34009

Cumberland County, NJ

34011

Gloucester County, NJ

34015

Salem County, NJ

34033

Delaware**Place Name****FIPS**

Kent County, DE

10001

New Castle County, DE

10003

Sussex County, DE

10005

Maryland**Place Name****FIPS**

Cecil County, MD

24015

Somerset County, MD

24039

Wicomico County, MD

24045

Worcester County, MD

24047

Phoenix-Mesa, AZ**Arizona****Place Name****FIPS**

Gila County, AZ

04007

Maricopa County, AZ

04013

Pinal County, AZ

04021

Pittsburgh-New Castle-Weirton, PA-OH-WV

Pennsylvania

Place Name	FIPS
Allegheny County, PA	42003
Armstrong County, PA	42005
Beaver County, PA	42007
Butler County, PA	42019
Cambria County, PA	42021
Fayette County, PA	42051
Greene County, PA	42059
Indiana County, PA	42063
Lawrence County, PA	42073
Somerset County, PA	42111
Washington County, PA	42125
Westmoreland County, PA	42129

Ohio

Place Name	FIPS
Belmont County, OH	39013
Jefferson County, OH	39081

West Virginia

Place Name	FIPS
Brooke County, WV	54009
Hancock County, WV	54029
Marshall County, WV	54051
Ohio County, WV	54069

Portland-Vancouver-Salem, OR-WA

Oregon

Place Name	FIPS
Benton County, OR	41003

Place Name	FIPS
Clackamas County, OR	41005
Columbia County, OR	41009
Linn County, OR	41043
Marion County, OR	41047
Multnomah County, OR	41051
Polk County, OR	41053
Washington County, OR	41067
Yamhill County, OR	41071

Washington

Place Name	FIPS
Clark County, WA	53011
Cowlitz County, WA	53015
Skamania County, WA	53059
Wahkiakum County, WA	53069

Raleigh-Durham-Cary, NC

North Carolina

Place Name	FIPS
Caswell County, NC	37033
Chatham County, NC	37037
Cumberland County, NC	37051
Durham County, NC	37063
Edgecombe County, NC	37065
Franklin County, NC	37069
Granville County, NC	37077
Halifax County, NC	37083
Harnett County, NC	37085
Hoke County, NC	37093
Johnston County, NC	37101
Lee County, NC	37105
Moore County, NC	37125
Nash County, NC	37127
Northampton County, NC	37131

Place Name	FIPS
Orange County, NC	37135
Person County, NC	37145
Robeson County, NC	37155
Scotland County, NC	37165
Vance County, NC	37181
Wake County, NC	37183
Warren County, NC	37185
Wayne County, NC	37191
Wilson County, NC	37195

Reno-Fernley, NV

Nevada

Place Name	FIPS
Churchill County, NV	32001
Lyon County, NV	32019
Storey County, NV	32029
Washoe County, NV	32031

Richmond, VA

Virginia

Place Name	FIPS
Amelia County, VA	51007
Brunswick County, VA	51025
Charles City County, VA	51036
Chesterfield County, VA	51041
Cumberland County, VA	51049
Dinwiddie County, VA	51053
Essex County, VA	51057
Goochland County, VA	51075
Greensville County, VA	51081
Hanover County, VA	51085
Henrico County, VA	51087

Place Name	FIPS
King and Queen County, VA	51097
King William County, VA	51101
Louisa County, VA	51109
New Kent County, VA	51127
Nottoway County, VA	51135
Powhatan County, VA	51145
Prince George County, VA	51149
Sussex County, VA	51183
Colonial Heights city, VA	51570
Emporia city, VA	51595
Hopewell city, VA	51670
Petersburg city, VA	51730
Richmond city, VA	51760

Rochester-Batavia-Seneca Falls, NY

New York

Place Name	FIPS
Genesee County, NY	36037
Livingston County, NY	36051
Monroe County, NY	36055
Ontario County, NY	36069
Orleans County, NY	36073
Seneca County, NY	36099
Wayne County, NY	36117
Yates County, NY	36123

Sacramento-Roseville, CA-NV

California

Place Name	FIPS
Alpine County, CA	06003
Amador County, CA	06005
Butte County, CA	06007

Place Name	FIPS
Colusa County, CA	06011
El Dorado County, CA	06017
Nevada County, CA	06057
Placer County, CA	06061
Sacramento County, CA	06067
Sierra County, CA	06091
Sutter County, CA	06101
Yolo County, CA	06113
Yuba County, CA	06115

Nevada

Place Name	FIPS
Douglas County, NV	32005
Carson City, NV	32510

San Antonio-New Braunfels-Pearsall, TX

Texas

Place Name	FIPS
Atascosa County, TX	48013
Bandera County, TX	48019
Bexar County, TX	48029
Comal County, TX	48091
Frio County, TX	48163
Gillespie County, TX	48171
Gonzales County, TX	48177
Guadalupe County, TX	48187
Karnes County, TX	48255
Kendall County, TX	48259
Kerr County, TX	48265
McMullen County, TX	48311
Medina County, TX	48325
Wilson County, TX	48493

San Diego-Chula Vista-Carlsbad, CA

California

Place Name	FIPS
San Diego County, CA	06073

San Jose-San Francisco-Oakland, CA

California

Place Name	FIPS
Alameda County, CA	06001
Calaveras County, CA	06009
Contra Costa County, CA	06013
Marin County, CA	06041
Merced County, CA	06047
Monterey County, CA	06053
Napa County, CA	06055
San Benito County, CA	06069
San Francisco County, CA	06075
San Joaquin County, CA	06077
San Mateo County, CA	06081
Santa Clara County, CA	06085
Santa Cruz County, CA	06087
Solano County, CA	06095
Sonoma County, CA	06097
Stanislaus County, CA	06099

Seattle-Tacoma, WA

Washington

Place Name	FIPS
Clallam County, WA	53009
Grays Harbor County, WA	53027
Island County, WA	53029
Jefferson County, WA	53031

Place Name	FIPS
King County, WA	53033
Kitsap County, WA	53035
Lewis County, WA	53041
Mason County, WA	53045
Pacific County, WA	53049
Pierce County, WA	53053
San Juan County, WA	53055
Skagit County, WA	53057
Snohomish County, WA	53061
Thurston County, WA	53067
Whatcom County, WA	53073

Spokane-Spokane Valley-Coeur d'Alene, WA-ID

Washington

Place Name	FIPS
Ferry County, WA	53019
Lincoln County, WA	53043
Pend Oreille County, WA	53051
Spokane County, WA	53063
Stevens County, WA	53065

Idaho

Place Name	FIPS
Benewah County, ID	16009
Kootenai County, ID	16055
Shoshone County, ID	16079

St. Louis-St. Charles-Farmington, MO-IL

Missouri

Place Name	FIPS
Crawford County, MO	29055

Place Name	FIPS
Franklin County, MO	29071
Gasconade County, MO	29073
Iron County, MO	29093
Jefferson County, MO	29099
Lincoln County, MO	29113
Madison County, MO	29123
Montgomery County, MO	29139
Pike County, MO	29163
St. Charles County, MO	29183
Ste. Genevieve County, MO	29186
St. Francois County, MO	29187
St. Louis County, MO	29189
Warren County, MO	29219
Washington County, MO	29221
St. Louis city, MO	29510

Illinois

Place Name	FIPS
Bond County, IL	17005
Calhoun County, IL	17013
Clinton County, IL	17027
Fayette County, IL	17051
Greene County, IL	17061
Jersey County, IL	17083
Macoupin County, IL	17117
Madison County, IL	17119
Marion County, IL	17121
Monroe County, IL	17133
Montgomery County, IL	17135
Randolph County, IL	17157
St. Clair County, IL	17163
Washington County, IL	17189

Tucson-Nogales, AZ

Arizona

Place Name	FIPS
Cochise County, AZ	04003
Pima County, AZ	04019
Santa Cruz County, AZ	04023

Virginia Beach-Norfolk, VA-NC

Virginia

Place Name	FIPS
Gloucester County, VA	51073
Isle of Wight County, VA	51093
James City County, VA	51095
Mathews County, VA	51115
Middlesex County, VA	51119
Southampton County, VA	51175
Surry County, VA	51181
York County, VA	51199
Chesapeake city, VA	51550
Franklin city, VA	51620
Hampton city, VA	51650
Newport News city, VA	51700
Norfolk city, VA	51710
Poquoson city, VA	51735
Portsmouth city, VA	51740
Suffolk city, VA	51800
Virginia Beach city, VA	51810
Williamsburg city, VA	51830

North Carolina

Place Name	FIPS
Camden County, NC	37029
Chowan County, NC	37041
Currituck County, NC	37053
Dare County, NC	37055
Gates County, NC	37073
Hertford County, NC	37091

Place Name	FIPS
Pasquotank County, NC	37139
Perquimans County, NC	37143
Tyrrell County, NC	37177

Washington-Baltimore-Arlington, DC-MD-VA-WV-PA

District of Columbia

Place Name	FIPS
District of Columbia, DC	11001

Maryland

Place Name	FIPS
Allegany County, MD	24001
Anne Arundel County, MD	24003
Baltimore County, MD	24005
Calvert County, MD	24009
Caroline County, MD	24011
Carroll County, MD	24013
Charles County, MD	24017
Dorchester County, MD	24019
Frederick County, MD	24021
Harford County, MD	24025
Howard County, MD	24027
Kent County, MD	24029
Montgomery County, MD	24031
Prince George's County, MD	24033
Queen Anne's County, MD	24035
St. Mary's County, MD	24037
Talbot County, MD	24041
Washington County, MD	24043
Baltimore city, MD	24510

Virginia

Place Name	FIPS
Arlington County, VA	51013
Caroline County, VA	51033
Clarke County, VA	51043
Culpeper County, VA	51047
Fairfax County, VA	51059
Fauquier County, VA	51061
Frederick County, VA	51069
King George County, VA	51099
Loudoun County, VA	51107
Madison County, VA	51113
Orange County, VA	51137
Prince William County, VA	51153
Rappahannock County, VA	51157
Shenandoah County, VA	51171
Spotsylvania County, VA	51177
Stafford County, VA	51179
Warren County, VA	51187
Westmoreland County, VA	51193
Alexandria city, VA	51510
Fairfax city, VA	51600
Falls Church city, VA	51610
Fredericksburg city, VA	51630
Manassas city, VA	51683
Manassas Park city, VA	51685
Winchester city, VA	51840

West Virginia

Place Name	FIPS
Berkeley County, WV	54003
Hampshire County, WV	54027
Hardy County, WV	54031
Jefferson County, WV	54037
Mineral County, WV	54057
Morgan County, WV	54065

Pennsylvania

Place Name**FIPS**

Adams County, PA	42001
Franklin County, PA	42055
Fulton County, PA	42057
York County, PA	42133

Rest of U.S.**Place Name****FIPS**

Those portions of the United States and its territories and possessions (nonforeign areas), not located within another locality pay area

EXHIBIT 8

Fletcher v. Hebrew Home for Aged Disabled

Litigation Costs

Service Date	Details	Provider	Amount
1/3/23	LWDA Letter	LWDA	\$ 75.00
1/5/23	Summons & Complaint	Rapid Legal	\$ 1,497.65
1/17/23	Service of S&C to Hebrew Home	Rapid Legal	\$ 72.45
1/17/23	Service of S&C to Jewish Home	Rapid Legal	\$ 72.45
1/17/23	Service of S&C to San Francisco Campus	Rapid Legal	\$ 72.45
2/2/23	Proof of Service of Summons & Complaint	Rapid Legal	\$ 12.42
3/17/23	First Amended Complaint	Rapid Legal	\$ 12.42
3/30/23	NAR to FAC	Rapid Legal	\$ 12.42
3/20/23	NAR to FAC (2)	Rapid Legal	\$ 12.42
5/17/23	Rejected Case Management Statement	Rapid Legal	\$ 12.36
5/17/23	Case Management Statement	Rapid Legal	\$ 12.36
5/24/23	Case Management Statement	Rapid Legal	\$ 12.36
8/3/23	Mediation Fee	Howard R. Broadman	\$ 7,500.00
9/13/23	Notice of Change of Address	Rapid Legal	\$ 13.39
11/21/23	Case Management Statement	Rapid Legal	\$ 13.39
3/27/24	Rejected Case Management Statement	Rapid Legal	\$ 11.33
3/27/24	Rejected Case Management Statement (2)	Rapid Legal	\$ 11.33
3/28/24	Case Management Statement	Rapid Legal	\$ 11.33
4/23/24	Application for Complex Designation, Proposed Order, POS	Rapid Legal	\$ 73.13
6/1/24	Case Management Statement	Rapid Legal	\$ 11.33
9/25/24	Notice of Change of Address	Rapid Legal	\$ 15.24
9/30/24	Application for Complex Designation, Proposed Order, POS	Rapid Legal	\$ 77.04
3/26/25	Rejected MPA Document	Rapid Legal	\$ 15.24
3/27/25	Motion for Preliminary Approval	Rapid Legal	\$ 77.04
3/28/25	Declaration & Proof of Service	Rapid Legal	\$ 15.24
4/2/25	Stip & Order	Rapid Legal	\$ 35.84
4/9/25	Amended Complaint; Declaration; Proof of Service	Rapid Legal	\$ 15.24
4/16/25	Messenger Service - Settlement Agreement for Client's Signature	Worldwide Expedite	\$ 147.50
4/22/25	Declaration.	Rapid Legal	\$ 15.24
4/24/25	Declaration	Rapid Legal	\$ 15.24
5/12/25	Courtesy Copy Delivery	Rapid Legal	\$ 196.65
5/14/25	Proposed Order; Declaration; Exhibit List; POS	Rapid Legal	\$ 15.32
7/2/25	Courtesy Copy Delivery	Rapid Legal	\$ 124.20
7/28/25	Stip & Order; Notice of Association; POS	Rapid Legal	\$ 32.09
FUTURE	Motion for Final Approval & Courtesy Copy Delivery	Rapid Legal	\$ 273.00
FUTURE	Notice of Entry of Order & Courtesy Copy Delivery	Rapid Legal	\$ 139.00
FUTURE	Dec of Admin Re Distribution & Courtesy Copy Delivery	Rapid Legal	\$ 139.00

Total \$ 10,870.11

EXHIBIT 9