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on behalf of himself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY LOS ANGELES – STANLEY MOSK COURTHOUSE**

JOSE ANTONIO ARROYO, on behalf of himself
and current and former aggrieved employees,

Plaintiff,

vs.

LEE KUM KEE USA, INC.; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: 23STCV16328

PAGA ACTION

*[Assigned for all purposes to the Honorable
Stephen P. Pfahler, Dept. 68]*

**DECLARATION OF EVE HOWE IN
SUPPORT OF PLAINTIFF'S MOTION
FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT**

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

Hearing Information:

Date: May 14, 2026

Time: 8:30 a.m.

Dept.: 68

Res. ID.: 036171227969

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1. I am an attorney licensed to practice law in the state of California and have been admitted to practice before this Court. I am an attorney with the law firm Lavi & Ebrahimian, LLP, Counsel for Plaintiffs JOSE ANTONIO ARROYO (“Plaintiff”) in this action, and I am an attorney assigned to work on this case. Based on my assignment to this case and familiarity with the file and action in this matter; I have personal knowledge of the matters stated herein and if called and sworn as a witness, I would and could competently testify under oath thereto. I am a member in good standing of all State Courts of California.

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1 compliant meal periods; (4) failure to pay wages to hourly non-exempt employees for workdays that
2 Defendant failed to provide legally required and compliant rest periods; (5) failure to pay wages for
3 accrued paid sick days at the regular rate of pay; (6) failure to timely pay earned wages during
4 employment; (7) failure to provide complete and accurate wage statements; and (8) failure to pay
5 employees all wages due at time of termination/resignation, among other claims.

6 6. At all times, Defendant denies the allegations in the Operative Complaint, denies any
7 failure to comply with the laws identified in in the Operative Complaint and denies any and all
8 liability for the causes of action alleged.

9 7. On July 23, 2025 the Parties attended an all-day mediation with experienced wage-
10 and-hour mediator Daniel Turner, Esq., and reached an agreement in principle to resolve the action.
11 Plaintiff and Plaintiff's Counsel concluded—after considering the sharply disputed factual and legal
12 issues involved on the PAGA claims, the risks attending further prosecution, and the benefits to be
13 received pursuant to the compromise and settlement of the action as set forth in the agreement—that
14 settlement was in the best interest of the representative Plaintiff, the LWDA, and the aggrieved
15 employees and is fair and reasonable and furthers the purpose of the PAGA to enforce the Labor
16 Code.

17 8. In preparation for mediation, Plaintiff obtained, through informal discovery, time and
18 pay records for Plaintiff and the Aggrieved Employees, as well as documents establishing
19 Defendant's policies, procedures, and practices. During this process, Plaintiff's counsel and
20 Plaintiff's counsel's expert analyzed, researched, and investigated the potential issues, including
21 matters related to the calculation of PAGA damages, interviews of the named Plaintiff, potential
22 trial management issues, and appellate issues and risks.

23 9. The Parties have undertaken reasonable investigation of the facts and law during the
24 pendency of this action. Plaintiff's Counsel diligently conducted and pursued an investigation of the
25 PAGA claims against Defendant, including research of the applicable law and the potential defenses
26 and review of relevant documents. Plaintiff obtained directly relevant data including Defendant's
27 written policies related to the claims at issue in Plaintiff's Complaint. Plaintiff also received the

1 number of aggrieved employees and sampling of payroll data for Defendant's potentially aggrieved
2 employees during the PAGA period.

3 10. Thereafter, the Parties negotiated and finalized the terms of a settlement
4 memorialized in a long-form PAGA Settlement Agreement. A true and correct copy of the fully
5 executed PAGA Settlement Agreement ("Settlement") is attached as **EXHIBIT 1.**

6 **REASONABLENESS OF THE SETTLEMENT**

7 11. In this case, the settlement was reached through arms-length bargaining, and
8 sufficient investigation was performed to allow counsel to act intelligently. As described above, the
9 parties thoroughly investigated and evaluated the factual strengths and weaknesses of this case
10 before reaching the proposed settlement and engaged in sufficient investigation and discovery,
11 appropriate to the nature of the claims and in support of the settlement. Accordingly, the settlement
12 came only after the case was fully investigated by counsel. This litigation, therefore, had reached
13 the stage where "the Parties certainly have a clear view of the strengths and weaknesses of their
14 cases" sufficient to support the settlement. (*Boyd v. Bechtel Corp.* (N.D. Cal. 1979) 485 F. Supp.
15 610, 617.)

16 12. The settlement negotiations have been at all times adversarial and non-collusive in
17 nature. Indeed, continued good faith but occasionally contentious negotiations were required to
18 reach an agreement through mediation and with significant assistance from an experienced
19 mediator. Plaintiff believes in the merits of his case, he also recognizes the inherent risks of
20 litigation and understand the benefit of settlement and providing funds immediately as opposed to
21 delaying payment or risking an unfavorable decision on summary adjudication/judgment, at trial
22 and/or the damages awarded, and/or appeal all of which have potential to eliminate any relief.

23 13. Further, experienced counsel, operating at arms-length, have weighed the strengths
24 of the case and examined all of the issues and risks of litigation and endorse the proposed
25 settlement. The view of the attorneys actively conducting the litigation "is entitled to significant
26 weight" in deciding whether to approve the settlement. (*Fisher Bros. v. Cambridge Lee Industries,*
27 *Inc.* (E.D. Pa. 1985) 630 F.Supp. 482, 488; *Ellis v. Naval Air Rework Facility* (N.D. Cal. 1980) 87

1 F.R.D. 15, 18, *affd.* 661 F.2d 939 (9th Cir. 1981); *Boyd*, 485 F.Supp. at 617.) Counsel is
2 experienced in similar litigation and approve the settlement.

3 14. There are significant legal uncertainties associated with cases such as this as they can
4 be factually complex and require protracted litigation to resolve. A settlement is not judged solely
5 against what might have been recovered had plaintiff prevailed at trial, nor does the settlement have
6 to provide 100% of the damages sought to be fair and reasonable. (*Linney v. Cellular Alaska*
7 *Partnership* (9th Cir. 1998) 151 F. 3d 1234, 1242; *Wershba v. Apple Computer, Inc.* (2001) 91
8 Cal.App.4th 224, 246 & 250; *Rebney v. Wells Fargo Bank* (1990) 220 Cal.App. 3d 1117, 1139.)
9 Instead, “[c]ompromise is inherent and necessary in the settlement process ... even if the relief
10 afforded by the proposed settlement is substantially narrower than it would be if the suits were to be
11 successfully litigated, this is no bar to a class settlement because the public interest may indeed be
12 served by a voluntary settlement in which each side gives ground in the interest of avoiding
13 litigation” (*Wershba*, 91 Cal.App.4th at 250.)

14 15. In evaluating the reasonableness of the Settlement in this case, Plaintiff’s Counsel
15 thoroughly evaluated the merits of the case and considered the nature and purpose of PAGA as
16 well as comparable PAGA settlements reached by Plaintiff’s Counsel, and those obtained by other
17 firms.

18 16. As consideration for this settlement, Defendant will fund a non-reversionary,
19 common fund settlement of \$255,000.00 (the “Settlement Amount”) which includes: payment to the
20 California Labor and Workforce Development Agency (“LWDA”) and the aggrieved employees,
21 Plaintiff’s enhancement award, attorneys’ fees and costs, and settlement administration costs.

22 17. To evaluate a settlement, the trial court must receive “basic information about the
23 nature and magnitude of the claims in question and the basis for concluding that the consideration
24 being paid for the release of those claims represents a reasonable compromise.” (See *Kullar v.*
25 *Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133.) To assist the Court with determining
26 if the proposed settlement is within a range that is fair, reasonable, and adequate, Plaintiff’s
27 counsel analyzed the value of pleaded PAGA allegations. As stated above, the settlement was

1 reached only after exchanging information prior and conducting legal analyses of both Plaintiff's
2 and Defendant's theories.

3 18. Here, the Gross Settlement Amount is appropriate in light of the underlying
4 principles of PAGA, i.e., "to ensure that settlements involving penalties arising out of Labor Code
5 Section 2699 do not undercut the dual statutory purposes of punishment or deterrence, or result in
6 unjust, arbitrary, and oppressive, or confiscatory settlements." (See July 29, 2004 Letter by
7 Senator Dunn to the President Pro Tem of the Senate Re SB 1809). The non-reversionary
8 Settlement Amount of \$255,000.00 represents an excellent recovery that is large enough to
9 achieve PAGA's purposes. The proposed Settlement provides a fair and reasonable monetary
10 recovery for the LWDA and the Aggrieved Employees in the face of hotly disputed claims.

11 19. Based on the informal discovery produced by Defendant, during the PAGA Period,
12 Defendant employed approximately 284 aggrieved employees over the course of approximately
13 12,000 pay periods. Based on the data, the maximum stacked exposure for the PAGA claims
14 amounted to approximately **\$6,409,200.00**, which assumes that a violation for each claim could be
15 proven during each pay period and application of subsequent violation penalties. As discussed
16 below, this degree of exposure is unlikely to be proven, and even if proved, significantly more
17 than is likely to be awarded or recovered. This amount was calculated based on the PAGA penalty
18 calculations as follows:

19 **Failure to Pay Minimum and Overtime Wages for All Hours Worked:**

20 20. In the PAGA exhaustion letter to the LWDA, as well as the Complaint, Plaintiff
21 alleged Defendant required him and other aggrieved employees to line up to wait to undergo off-
22 the-clock COVID-19 temperature checks prior to being permitted to clock-in, and that he and
23 other aggrieved employees were not compensated for this time spent waiting in line for testing,
24 being tested, or traveling to the time clock and waiting in line again to clock-in after testing.
25 Further Plaintiff alleged that Defendant required him and other aggrieved employees to keep their
26 employer-issued cellphones on their person and to always monitor them and to take and respond

1 to Defendant's management personnel at all times during their shift, resulting in them being on-
2 duty during their off-the-clock meal breaks.

3 21. Based on Plaintiff's expert's analysis of the data provided by Defendants,
4 Defendant employed approximately 284 current and former employees over the course of
5 approximately 12,000 pay periods. Therefore, Defendant's estimated maximum PAGA exposure
6 for this claim amounts to **\$1,200,000.00** which assumes that a violation for each claim could be
7 proven during each pay period. This amount was calculated based on the PAGA penalty
8 calculation formula: Initial violation penalty x total number of pay periods = 12,000 pay periods
9 X \$100 initial violation penalty = **\$1,200,000.00**.

10 **Failure to Provide All Meal Periods Pursuant to Labor Code Sections 226.7**
11 **and 512:**

12 22. Plaintiff alleged that Defendant failed to provide him and other aggrieved employees
13 with legally compliant meal periods due to Defendant's policy, practice, and/or procedure of
14 requiring him and other aggrieved employees to keep their employer-issued cellphones on their
15 person and to always monitor them and to take and respond to Defendant's management
16 personnel at all times during their shift. As a result of Defendant exercising such control over the
17 Plaintiff and other aggrieved employees during meal periods, meal periods were not duty-free as
18 required by California law.

19 23. Defendant's PAGA exposure for this claim amounts to **\$1,200,000.00**. This amount
20 was calculated as follows: Initial violation penalty x total number of pay periods = 12,000 pay
21 periods X \$100 initial violation penalty = **\$1,200,000.00**.

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

23 24. Plaintiff alleged that Defendant failed to provide him and other aggrieved employees
24 with legally compliant rest periods due to Defendant's policy, practice, and/or procedure of
25 requiring him and other aggrieved employees to keep their employer-issued cellphones on their
26 person and to always monitor them and to take and respond to Defendant's management
27 personnel at all times during their shift, resulting in them being on-duty during their rest breaks.

As a result of Defendant exercising such control over the Plaintiff and other aggrieved employees during rest periods, rest periods were not duty-free as required by California law.

25. Defendant's PAGA exposure for this claim amounts to **\$1,200,000.00**. This amount was calculated as follows: Initial violation penalty x total number of pay periods = 12,000 pay periods X \$100 initial violation penalty = **\$1,200,000.00**.

Failure to Pay Wages for Accrued Paid Sick Days at the Regular Rate of Pay:

26. Plaintiff alleged that Defendant failed to pay him and other aggrieved employees wages for accrued paid sick days at the regular rate of pay due to Defendant's policy, practice, and/or procedure of failing to include all remuneration when calculating the sick time rate of pay, including "shift differential pay" and "premium 4 pay."

27. Assuming that employees used at most one day (8 hours) of paid sick leave per pay period, and employees accrued one hour of paid sick leave per 30 hours worked, employees would earn a day of paid sick leave every 240 hours worked, or approximately 6 workweeks (assuming 40 hour weeks) or 3 pay periods. Defendant's PAGA exposure for this claim amounts to **\$400,000.00**. This amount was calculated as follows: Initial violation penalty x total number of pay periods ÷ 3 = 12,000 pay periods X \$100 initial violation penalty ÷ 3 = **\$400,000.00**.

Failure to Timely Pay Earned Wages During Employment Pursuant to Labor

Code Section 204:

28. Based on the foregoing allegations, Plaintiff alleged that Defendant failed to timely pay him and other aggrieved employees their earned wages including minimum wage, overtime wages, meal period premium wages and rest period premium wages. Defendant's PAGA exposure for this claim amounts to **\$1,200,000.00**. This amount was calculated as follows: Initial violation penalty x total number of pay periods = 12,000 pay periods X \$100 initial violation penalty = **\$1,200,000.00**.

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1 **Failure to Provide Complete and Accurate Wage Statements Pursuant to Labor**

2 **Code Section 226:**

3 29. Based on the foregoing allegations, Plaintiff alleged Defendant failed to provide him
4 and other aggrieved employees complete and accurate wage statements based on all minimum
5 wages, overtime wages, meal and rest period premiums owed which were not reflected in the wage
6 statements. Defendant's PAGA exposure for this claim amounts to **\$1,200,000.00**. This amount was
7 calculated as follows: Initial violation penalty x total number of pay periods = 12,000 pay periods
8 X \$100 initial violation penalty = **\$1,200,000.00**.

9 **Failure to Timely Pay All Wages After Separation of Employment Pursuant to**

10 **Labor Code Sections 201 and 202:**

11 30. As a result of the foregoing allegations of wage, meal period and rest period
12 violations above, Plaintiff alleged that Defendant failed to timely pay all wages to employees
13 following separation of employment by not paying employees for all time worked and for failing to
14 pay meal and rest period premiums owed. Plaintiff estimated **\$9,200.00** in civil penalties for this
15 claim (approximately 92 former employees x \$100 for violation at termination = **\$9,200.00**).

16 **Defendant's Defenses to Plaintiff's Claims:**

17 31. Defendant would argue that Plaintiff is not entitled to recover PAGA penalties at
18 the subsequent violation rate of \$200 per pay period. California's appellate courts have held that
19 "[u]ntil the employer has been notified that it is violating a Labor Code provision (whether or not
20 the commissioner or court chooses to impose penalties), the employer cannot be presumed to be
21 aware [of the violation]" and therefore, until a Court or the Commissioner issues a finding of a
22 violation, the initial \$100 violation rate applies for each pay period in which the alleged violation
23 occurred. *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1209; *accord*
24 *Amalgamated Transit Union Local 1309 v. Laidlaw Transit Service, Inc.* (S.D. Cal. Aug. 10,
25 2009) 2009 WL 2448430, at *9 ("[u]nder California law, courts have held that employers are not
26 subject to heightened penalties for subsequent violations unless and until a court or commissioner
27 notifies the employer that it is in violation of the Labor Code").

1 32. Plaintiff understood Defendant’s position to be, using the most recent court of appeal
2 decision on the topic of evaluating the value of a PAGA claim (*Carrington v. Starbucks, supra*) (i.e.
3 unstacked at \$100.00 per pay period X 12,000 pay periods at issue), that it is likely Defendant’s
4 maximum exposure is actually only \$1,200,000.00. Defendant could argue that this Court would use
5 the *Carrington* valuation as a ceiling for assessing PAGA penalties and that this amount (i.e.,
6 \$1,200,000.00) was its true “worst case scenario” exposure. The settlement amount of \$255,000.00
7 is 21.25% of the maximum exposure estimated by Plaintiff. This exposure estimate presumes that
8 the Court would not reduce the penalties available on an equitable basis below the \$100 per pay
9 period estimate, as in *Carrington*, the Court further reduced the penalties to \$5 per pay period (i.e.,
10 \$60,000.00 in this case).

11 33. Practically speaking, if Plaintiff continued litigating this matter, the Plaintiff,
12 LWDA, and employees potentially could have received nothing if the Court had agreed with
13 Defendant’s position especially in light of the volatility of this area of law and the aforementioned
14 defenses. The settlement is reasonable in light of the risks involved in this case—including the
15 prospect of a potential adverse summary adjudication ruling, defenses to the case, potential appeal,
16 and potential costs which could be forced on our client if Plaintiff was not successful.

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

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

5 **EXPERIENCE OF COUNSEL**

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

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

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

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

22 40. I am also familiar with the practice of Ms. Melanie Rodriguez, who is an associate
23 with the firm. Ms. Rodriguez graduated from Southwestern University School of Law. She has been
24 practicing law for five years and has practiced with the law firm of Lavi & Ebrahimian, LLP since
25 2020, focusing almost exclusively in the area of employment law and specifically wage and hour
26 class actions and PAGA representative actions. She has been involved in numerous employment
27 cases in all aspects from pre-filing through settlement.

1 41. I am also familiar with the practice of Lead Counsel Joseph Lavi, having worked as
2 an associate with Lavi & Ebrahimian, LLP since July 2023, which has often included reviewing Mr.
3 Lavi's declarations in support of motions for attorneys' fees and/or to seek appointment as Class
4 Counsel. Mr. Lavi graduated from law school in 2000 and has handled numerous cases in all
5 aspects of employment and labor law, including State and Federal class actions, wrongful
6 termination, discrimination, harassment and retaliation cases. Mr. Lavi has tried employment cases
7 in State and Federal court, and has argued before various Courts of Appeals, on employment issues
8 such as validity of Arbitration Agreements, Application of Res Judicata in class action cases, and
9 other employment issues. Mr. Lavi has been a panelist and/or speaker for various Employment Law
10 Continuing Legal Education Panels on issues of employment law trials, how to proceed and
11 conduct trials, and proving and winning punitive damages. Mr. Lavi has been named a Southern
12 California Super Lawyer in the area of Plaintiff's employment litigation for Class Actions from
13 2011-2025. Mr. Lavi has settled dozens of wage and hour class actions and is currently Plaintiff's
14 counsel in many others. Some of the class actions that Mr. Lavi has handled against employers on
15 wage and hour issues and has been approved as class counsel include cases against the following:
16 Kaiser Permanente which settled for \$6,510,000.00; Hustler Casino which settled for \$980,000.00;
17 Chevron Stations Inc., which settled for \$4,500,000.00; Commerce Casino which settled for
18 \$1,575,000.00; BP West Coast Products, which settled for \$4,000,000.00; Kaiser Permanente which
19 settled for \$3,600,000.00; Fuddruckers (as lead counsel) which settled for \$900,000.00; Movado
20 Retail Group, Inc. (as lead counsel) which settled for \$728,000.00; Chuck-E-Cheese's (as lead
21 counsel) which settled for \$1,900,000.00; Aero-Electric Connector, Inc. (as lead counsel) which
22 settled for \$1,500,000.00; Clougherty Packing, LLC (as lead counsel) which settled for
23 \$4,250,000.00; and Gruma Corporation (as lead counsel) which Defendant's petition to the United
24 States Supreme Court in the matter was denied and the matter settled for \$2,300,000.00. Mr. Lavi
25 has been approved as class counsel by both Federal and California Courts. Mr. Lavi and the other
26 attorneys at Lavi & Ebrahimian who are available to assist me in this case if needed are fully
27 capable of adequately and fairly representing Plaintiffs and the proposed class in this matter.

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

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

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

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

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

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

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

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

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

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

j. *Solis v. Plycraft Industries, Inc.*, Los Angeles Superior Court Case No. BC374816;

k. *Campos v. HWB Carwash, Inc.*, Los Angeles Superior Court Case No. BC378990;

l. *Acosta, et al. v. Texwood Industries*, United States District Court, Central District of California, Case No. CV07-3237-DDP (PLAX);

m. *Arevalo v. Gruma Corporation*, Los Angeles Superior Court Case No. BC410322;

n. *Burrola v. American Promotional Events*, Los Angeles Superior Court Case No. BC412315;

o. *Cortez v. Trader Distribution Services*, Los Angeles Superior Court Case No. BC397208;

- 1 p. *Cueva v. Allied Industries, Inc.*, Los Angeles Superior Court Case No. BC399431;
- 2 q. *Del Toro v. Petco Animal Supplies, Inc.*, San Diego Superior Court Case No. 37-
- 3 2009-00103626-CU-OE-CTL;
- 4 r. *Garcia v. Home Cooking, Inc.*, Los Angeles Superior Court Case No. BC451148;
- 5 s. *Alcantar v. Amerimax Building Products, Inc.*, United States District Court, Central
- 6 District of California, Case No. CV 10-8916 DDP (CWx);
- 7 t. *Arancivias v. Clougherty Packaging, LLC dba Farmer John*, Los Angeles Superior
- 8 Court Case No. BC432406;
- 9 u. *Barajas v. Menzies Aviation, Inc.*, United States District Court, Central District of
- 10 California, Case No CV-10-02315-JEM;
- 11 v. *Barrera v. BHFC Operating, LLC dba Bottega Louie*, Los Angeles Superior Court
- 12 Case No. BC462603;
- 13 w. *Camacho v. American Textile Maintenance Co.*, Los Angeles Superior Court
- 14 Case No. BC452570;
- 15 x. *Cortes v. Monsanto Company*, Ventura Superior Court Case No. 56-2010-00366952-
- 16 CU-OE-VTA;
- 17 y. *Escobar v. Aero-Electric Connector, Inc.*, Los Angeles Superior Court Case No.
- 18 BC421009;
- 19 z. *Gomez v. Bacara Resort & Spa*, Santa Barbara Superior Court Case No. 1341987;
- 20 aa. *Gonzalez v. Ashley Furniture Industries, Inc.*, Los Angeles Superior Court Case No.
- 21 BC425708
- 22 bb. *Gonzalez v. Burrtec Waste Industries, Inc.*, Los Angeles Superior Court Case No.
- 23 BC436879;
- 24 cc. *Gutierrez v. Visterra Credit Union*, Riverside Superior Court Case No.
- 25 RIC10020183;
- 26 dd. *Hernandez v. Kruse & Son, Inc.*, Los Angeles Superior Court Case No. BC411849;
- 27 ee. *Lopez v. Tecno Industrial Engineering*, Los Angeles Superior Court Case No.
- 28

1 BC411134;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3 vv. *Bejar v. Exopack-Ontario, Inc.*, Orange County Superior Court Case No. 30-2011-
4 00518396-CU-OE-CXC;

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

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

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

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

12 **ATTORNEYS' FEES**

13 43. Our firm has made every effort to litigate this action in an efficient and cost-effective
14 manner. Following review of our case file and hours and discussions with counsel, our firm has
15 spent approximately 90 hours on this matter for a total unadjusted Lodestar of \$72,375.

16 44. In summary, Class Counsel's many tasks included the following: pre-filing
17 investigation, legal research and research of Defendant; meeting and communicating with Plaintiff
18 regarding his responsibility in bringing the action, the facts of his case, his employment, his work
19 environment, his documents and his pleadings; reviewing Plaintiff's file and determining liability
20 and evaluating claim and defense strengths and weaknesses; legal research of case law and wage
21 orders regarding applicable claims and defenses; meeting and conferring over informal discovery
22 and the mediation; drafting notices for litigation; evaluating Defendant's policies; determining case
23 strategy; communicating with Defendant's counsel; analyzing data and information provided in
24 informal discovery; calculating damages; negotiating settlement and settlement documents;
25 communicating with the Administrator; preparing the Motion for Approval and supporting
26 documents; meeting with Plaintiff regarding approval of the Settlement; and drafting the Motion for
27

1 Approval and supporting documents. All of the tasks and work performed were reasonable and
2 necessary to the prosecution of this case and justified, particularly in light of the result achieved.

3 45. Throughout the course of this litigation, I have spent approximately 20 hours on this
4 matter. My unadjusted lodestar for my hours spent on this case amounts to approximately \$13,500
5 (20 x \$675.00 = \$13,500). Given my experience and the focus of my practice, if I were to charge for
6 my type of work by the hour my rate would be \$675 per hour. A \$675 rate is warranted based on
7 my years of experience in a highly specialized area of law and is in line with the respective Laffey
8 Matrix rates. (See **Exhibit 6** available at <http://www.laffeymatrix.com/see.html>.) California Courts
9 have applied the Laffey Matrix with adjustments to the specific California locality where the
10 Counsel's office is located based on "Locality Pay Tables." (*Syers Properties III, Inc. v. Rankin*
11 (2014) 226 Cal.App.4th 691, 695-696 [affirming fee award based on Laffey Matrix with upward 9
12 percent rate adjustment from D.C. area compared to San Francisco Bay Area based on Locality Pay
13 Tables]; *In re HPL Techs., Inc., Secs. Litig.* (N.D. Cal. April 22, 2005, No. C-02-3510 VRW) 365
14 F.Supp.2d 912, 921-922 [using Laffey Matrix with upward adjustment of 9 percent for San
15 Francisco based on difference between D.C. Area 's +15.98 locality pay compared to San
16 Francisco's +26.39 percent locality pay differential from the federal courts' "Judiciary Salary Plan
17 Pay Tables."].) Here, Plaintiff's Counsel's offices are located in Los Angeles County. For 2025, the
18 Locality Pay Tables (and Judiciary Salary Plan Pay Tables referred to in *In re HPL Techs., Inc.*),
19 state a 36.47% locality payment for the Los Angeles-Long Beach, CA area, and a 33.95% locality
20 payment for the Washington-Baltimore-Arlington area, resulting in an increase of 2.52% for Los
21 Angeles County. (**Exhibits 7-8**) [2025 Locality Pay Tables for Washington-Baltimore-Arlington
22 and Los Angeles-Long Beach, CA available at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2025/general-schedule/>]; (**Exhibits 9-10**) [Judiciary Salary Plan Pay Tables
23 available at <http://www.uscourts.gov/careers/compensation/judiciary-salary-plan-pay-rates>];
24 (**Exhibit 11**) [2025 Locality Pay Area Definitions defining counties within Los Angeles-Long
25 Beach, CA area available at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2025/locality-pay-area-definitions/>].) In applying the 2.52% locality increase for attorneys
26
27
28

1 working in Los Angeles County over the Washington-Baltimore area stated in the Laffey Matrix,
2 the 2024/2025 Laffey Matrix states the following relevant rates: \$485 for attorneys 1 to 3 years out
3 of law school, \$595 for attorneys 4 to 7 years out of school, \$860 for attorneys 8 to 10 years out of
4 school, \$972 for attorneys 11 to 19 years out of law school and \$1,170 for attorneys 20 plus years
5 out of law school.

6 46. Working closely with the other attorneys' in my firm, including on motions for
7 attorneys' fees, I am aware of the experience and achievements of the counsel involved in this
8 matter as well as the rates which would be charged if our work was on an hourly basis. Having
9 reviewed numerous declarations in support of fee applications in Los Angeles, I also have
10 knowledge of hourly rates charged by other attorneys practicing in the field of employment law in
11 Los Angeles. Based on that information, I believe that my rate and the rates of the attorneys in my
12 firm are fully consistent with the market rate for attorneys with comparable expertise, experience
13 and qualifications. Based on the information I have, I believe that the rates of our firm are
14 reasonable and appropriate fees for Los Angeles attorneys with comparable expertise, experience,
15 and qualifications.

16 47. Throughout the course of this litigation, Joseph Lavi estimates he has spent at least
17 30 hours litigating this matter. Accordingly, Mr. Lavi's unadjusted lodestar in this matter is \$30,000
18 ($30 \times \$1,000 = \$30,000$). If Mr. Lavi were to charge a rate for this type of work by the hour, given
19 his experience and the focus of his practice, his current hourly rate would be \$1,000 per hour. A
20 \$1,000 rate is warranted based on Mr. Lavi's years of experience in a highly specialized area of law
21 and is in line with the Laffey Matrix. This rate is also in line with other partners out of law school
22 and practicing for over 15 years in California as indicated by the 2014 and 2008 National Law
23 Journal Survey.

24 48. Throughout the course of this litigation, Vincent C. Granberry estimates he has spent
25 at least 25 hours litigating this matter. Accordingly, Mr. Granberry's unadjusted lodestar in this
26 matter is \$18,750 ($25 \times \$750 = \$18,750$). If Mr. Granberry were to charge a rate for this type of
27 work by the hour, given his experience and the focus of his practice, his current hourly rate would

1 be \$750. Mr. Granberry is a graduate of the Sandra Day O'Connor College of Law at Arizona State
2 University and has been in practice since 2011. A \$750 rate is warranted based on Mr. Granberry's
3 years of experience in a highly specialized area of law and is in line with the Laffey Matrix.

4 49. Throughout the course of this litigation, Melanie Rodriguez estimates she has spent
5 at least 15 hours litigating this matter. Accordingly, Ms. Rodriguez's unadjusted lodestar in this
6 matter is \$10,125 (15 x \$675 = \$10,125). If Ms. Rodriguez were to charge a rate for this type of
7 work by the hour, given her experience and the focus of her practice, her current hourly rate would
8 be \$675. Ms. Rodriguez is a graduate of Southwestern University School of Law and has been in
9 practice since 2020. A \$675 rate is warranted based on Ms. Rodriguez's years of experience in a
10 highly specialized area of law and is in line with the Laffey Matrix.

11 **ATTORNEYS' COSTS**

12 50. The settlement allows for a request of up to \$30,000.00 in litigation costs. Plaintiff's
13 Counsel has expended \$19,463.52 in costs in this case. All costs were reasonably incurred in
14 prosecution of the lawsuit and paid on a contingency basis. A large portion of these costs were
15 associated with filing fees for this case, service of documents, mediation, and expert analysis; the
16 remainder was reasonably incurred in prosecution of the lawsuit. The amount of \$10,536.48, which
17 is the difference between the allocated costs and the actual costs incurred, will remain a part of the
18 Net Settlement Amount and be distributed to Aggrieved Employees. Therefore, Class Counsel seeks
19 the costs in the amount of \$19,463.52 as reimbursement of such costs is appropriate and reasonable.

20 **EXHIBITS**

21 51. Attached as **Exhibit 1** to this declaration is a true and correct copy of the Settlement.

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

24 53. Attached as **Exhibit 3** to this declaration is a true and correct copy of the LWDA
25 confirmation of submission of the Settlement in this matter.

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

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

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

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

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

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 5th day of November, at Beverly Hills, California.

/s/ Eve Howe

Eve Howe

“EXHIBIT 1”

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Jose A. Arroyo (“Plaintiff”) and Defendant Lee Kum Kee USA, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant initiated on July 13, 2023 in the County of Los Angeles and pending in Superior Court of the State of California.
- 1.2. “Administrator” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with this Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt California employees of Defendant who worked during the PAGA Period.
- 1.5. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.6. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.7. “Aggrieved Employee PAGA Penalties” means the 25% of the Net Settlement Amount paid to Aggrieved Employees.
- 1.8. “Court” means the Superior Court of California, County of Los Angeles.
- 1.9. “Defendant” means named Defendant Lee Kum Kee USA, Inc.
- 1.10. “Defense Counsel” means Fisher & Phillips LLP.
- 1.11. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the day that the Court enters Judgment.
- 1.12. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.13. “Gross Settlement Amount” means Two Hundred Fifty-Five Thousand Dollars and Zero Cents (\$255,000.00), which is the maximum amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Expenses, PAGA Representative Service

- Payment, and the Administration Expenses Payment.
- 1.14. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of the Aggrieved Employee PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
 - 1.15. “Judgment” means the judgment entered by the Court based upon Final Approval.
 - 1.16. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, *former* subd. (i).
 - 1.17. “LWDA PAGA Payment” means the 75% of the Net Settlement Amount paid to the LWDA under Labor Code section 2699, *former* subd. (i).
 - 1.18. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: The LWDA PAGA Payment, PAGA Representative Service Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
 - 1.19. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
 - 1.20. “PAGA Counsel” means Lavi & Ebrahimian, LLP, including Joseph Lavi, Vincent Granberry, Melanie Rodriguez, Eve Howe, and all lawyers affiliated with this firm.
 - 1.21. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
 - 1.22. “PAGA Notice” means Plaintiff’s May 8, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
 - 1.23. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
 - 1.24. “PAGA Period” means the period from April 11, 2022 through the earlier of: (a) October 22, 2025; or (b) the date the Court signs an order approving the Settlement.
 - 1.25. “PAGA Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a PAGA Representative.
 - 1.26. “PAGA Representative Service Payment” means the payment to the PAGA Representative for initiating the Action and providing services in support of the Action.
 - 1.27. “Plaintiff” means Jose A. Arroyo, the named Plaintiff in the Action.
 - 1.28. “Released PAGA Claims” means the claims being released as described in Paragraph 5.1 below.
 - 1.29. “Released Parties” means: Defendant and each of its former and present parents, subsidiaries, affiliates, shareholders, members, agents, predecessors, successors and assigns.
 - 1.30. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On July 13, 2023, Plaintiff commenced this Action by filing a Complaint (the “Operative Complaint”) alleging causes of action against Defendant for Civil Penalties Pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code Section 2698, et seq. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action and/or theories alleged.
- 2.2. Pursuant to Labor Code section 2699.3, *former* subd. (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. On July 23, 2025, Plaintiff and Defendant participated in an all-day mediation presided over by Daniel Turner, Esq., which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, time records, pay records, and information relating to the size and scope of Aggrieved Employees, as well as data permitting Plaintiff to fully understand the nature and scope of the allegations in the Operative Complaint, including time and wage records for approximately 32.4% of Aggrieved Employees which were analyzed by Plaintiff’s Counsel. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval of class actions as set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.5. The Parties represent that, aside from the *Nolasco* matter, they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement. In *Nolasco v. Lee Kum Kee (USA) Inc. et al.*, LASC Case No. 21STCV12160, Juan Nolasco filed a complaint against Lee Kum Kee (U.S.A.) Inc. and Lee Kum Ke (USA) Foods Inc. on March 30, 2021. Class claims were dismissed, and Plaintiff’s individual PAGA claims were compelled to arbitration. The Settlement extinguishes claims against Lee Kum Kee (U.S.A.) Inc. that arose during the PAGA Period.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$255,000 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts

specified by the Court:

- 3.2.1 To Plaintiff: PAGA Representative Service Payment to the PAGA Representative of not more than \$2,500.00 (in addition to any Individual PAGA Payment that the PAGA Representative is entitled to receive as an Aggrieved Employee). Defendant will not oppose Plaintiff's request for a PAGA Representative Service Payment that does not exceed this amount. If the Court approves a PAGA Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount for distribution to the Aggrieved Employees. The Administrator will pay the PAGA Representative Service Payment using IRS Form 1099.
- 3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which is currently estimated to be \$89,250.00, and a PAGA Counsel Litigation Expenses Payment of actual, reasonable costs. Defendant shall not oppose requests for PAGA Counsel Fees Payment of not more than 35% of the Gross Settlement Amount and for a PAGA Counsel Litigation Expenses Payment which does not exceed \$30,000.00. In the event that the escalator clause described in Paragraph 8 herein is triggered and the Gross Settlement Amount is increased, the amount of Class Counsel Fees Payment will increase in order to remain One-Third of the Gross Settlement Amount. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to the Aggrieved Employees. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099-MISC Forms.
- 3.2.3 To the Administrator: An Administration Expenses Payment not to exceed \$6,000 except for a showing of good cause and as approved by the Court. To the extent that the Administrator's expenses are less or the Court approves payment less than \$6,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to the Aggrieved Employees.
- 3.2.4 To the LWDA and Aggrieved Employees: The LWDA PAGA Payment in the amount of 75% of the Net Settlement Amount, a share currently estimated to be \$95,437.50, shall be paid to the LWDA under Labor Code section 2699, *former* subd. (i). The Aggrieved Employee PAGA Penalties in the amount of 25% of the Net Settlement Amount shall be allocated for the Individual PAGA Payments.
 - 3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees PAGA Penalties, representing 25% of the Net

Settlement Amount, a share currently estimated to be \$31,812.50, by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. In no event shall Defendant or the Released Parties be liable for any taxes owed by any Aggrieved Employee on an Individual PAGA Payment.

3.2.4.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.5 In the event that the Court reduces or does not approve the requested PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment, PAGA Counsel reserves their right to appeal such order, however, Plaintiff and/or PAGA Counsel will not request or demand an increase to the Gross Settlement Amount on that basis.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Data. Within 14 days of the Court's order granting approval of the Settlement, Defendant will deliver the Aggrieved Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted Aggrieved Employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.2. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.
- 4.3. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Service Payment. Disbursement of the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Service Payment shall not precede disbursement of Individual PAGA Payments.

- 4.3.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.3.2 The Administrator must conduct an Aggrieved Employee Address Search for all other Aggrieved Employee whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employee whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 4.3.3 The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Aggrieved Employee (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff (in his individual capacity and on behalf of the State of California and the LWDA) and Aggrieved Employees will completely release and discharge the Released Parties from the Released PAGA Claims as follows:
- 5.1. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notice.
6. **MOTION FOR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.
- 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel

all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees, and/or the Administrator; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

- 6.2. Responsibilities of Counsel. The Parties are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. Plaintiff is responsible for delivering the Court's Approval Order to the Administrator.
- 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, the Parties will expeditiously work together, by and through their respective Counsel, by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant motion for approval of this Settlement or conditions its approval on any material change to this Agreement, the Parties, by and through their respective Counsel, will expeditiously work together by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions ("Phoenix") to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties represent that they have no interest or relationship, financial or otherwise, with the Administrator. In their declaration(s), Plaintiff's Counsel will aver that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that

meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

- 7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Defendant estimates that, as of the date of mediation, there were 12,000 PAGA Pay Periods worked by Aggrieved Employees. If the total number of PAGA Pay Periods as of the end of the PAGA Period (including those worked after the date of mediation but before the end of the PAGA Period) exceeds the above figure by greater than 10% (i.e., are greater than 13,200), Defendant shall, in its sole discretion, have the option to either: (i) increase the Gross Settlement in proportion to the increase in PAGA Pay Periods above 10% (i.e., if the total number of PAGA Pay Periods is 11% greater than the above figure, then the Gross Settlement Amount shall increase by 1%); or (ii) end the PAGA Period on a date in which the PAGA Pay Periods are equal to or less than 13,200 PAGA Pay Periods, provided that the PAGA Period may not end prior to the date of mediation (July 23, 2025).

9. **ADDITIONAL PROVISIONS.**

- 9.1. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 9.2. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 9.3. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant’s defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this

Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 9.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 9.5. Attorney Authorization. The Parties separately warrant and represent that they have authorized their respective Counsel to take all appropriate action required or permitted to be taken pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 9.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 9.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 9.8. No Tax Advice. The Parties are not providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 9.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 9.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 9.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

- 9.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 9.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 9.14. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 9.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 9.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 9.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, to the other Party's respective counsel of record.

To Plaintiff Jose A. Arroyo:

Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, CA 90211

To Defendant Lee Kum Kee USA, Inc:

Frank Magnanimo
Landon Schwob

Harrison Thorne
FISHER & PHILLIPS LLP
444 South Flower St., Suite 1500
Los Angeles, CA 90071

- 9.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 9.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.
- 9.20. Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs, including expert witness fees in connection with any enforcement actions.

[Signatures on next page.]

Dated: 10/07/2025

JOSE A. ARROYO
Jose Antonio Arroyo

Dated: September 30, 2025

LEE KUM KEE USA, INC.



Name: Simon Wu

Title: President

APPROVED AS TO FORM ONLY:

Dated: 10/08/2025

LAVI & EBRAHIMIAN, LLP

Joseph Lavi

Joseph Lavi, Esq.

Vincent Granberry, Esq.

Attorneys for Jose A. Arroyo, on behalf of
herself and all others similarly situated

Dated: September 30, 2025

FISHER & PHILLIPS LLP



Frank Magnanimo

Harrison Thorne

Attorneys for Defendant Lee Kum Kee
USA, Inc.

“Exhibit 2”

COSTS AND FEES ADVANCED BY LAVI & EBRAHIMIAN, LLP

DATE	ITEM	COST
	MISCELLANEOUS	
N/A	Copying and Scanning	\$20.00
N/A	Mail	\$37.54
	LOS ANGELES SUPERIOR COURT	
05/08/2023	Summons and Complaint; and Complex Fee (CLASS)	\$1,435.00
07/13/2023	Summons and Complaint Filing Fee (PAGA)	\$435.00
09/22/2023	Document Retrieval (Research) Fee re: Order Granting Plaintiff's Request for Dismissal of Class Action Allegations Pursuant to California Rules of Court Rule 3.770 from the Complaint without Prejudice and Submit Plaintiff's Individual Claims to Arbitration (CLASS)	\$2.00
02/28/2024	Document Retrieval (Research) Fee re: Order; Minute Order: (Hearing on Motion to Compel Arbitration) (PAGA)	\$6.00
	DDS LEGAL SERVICES	
05/08/2023	Filing of Summons and Complaint; and Complex Fee (CLASS)	\$77.20
05/10/2023	Process of Service re: Summons and Complaint served on Defendant Lee Kum Kee USA, Inc (CLASS)	\$64.90
05/17/2023	Proof of Service of Summons for Lee Kum Kee USA, Inc (CLASS)	\$34.15
06/12/2023	Filing of Plaintiff Jose Antonio Arroyo Notice of (1) Initial Status Conference Order (Complex Class Actions) and (2) Minute Order Dated May 16, 2023 (CLASS)	\$34.15
07/13/2023	Filing of Summons and Complaint (PAGA)	\$47.20
07/26/2023	Filing of Plaintiff's Peremptory Challenge to Judge Pursuant to code of Civil Procedure 170.6; Declaration of Melanie Rodriguez (PAGA)	\$69.95
08/15/2023	Filing of Notice and Acknowledgment of Receipt to Lee Kum Kee USA, Inc (PAGA)	\$34.15
08/24/2023	Filing of Plaintiff's Request for Dismissal of Class Action Allegations Pursuant to California Rules of Court Rule 3.770 From the Complaint Without Prejudice and Submit Plaintiff's Individual Claims to Arbitration and 2 other related documents (CLASS)	\$34.15
10/19/2023	Filing of Plaintiff's Opposition to Defendant's Motion to Compel Arbitration of Plaintiff's Individual PAGA Claims and 2 other related documents (PAGA)	\$34.15
06/20/2024	Filing of Joint Status Report (CLASS)	\$34.15
01/15/2025	Filing of Joint Status Report (CLASS)	\$35.70
07/30/2025	Filing of Joint Status Report (CLASS)	\$35.70
08/14/2025	Filing of Notice of Settlement (PAGA)	\$35.70
	DEPARTMENT OF INDUSTRIAL RELATIONS	
05/08/2023	Initial PAGA Filing Fee	\$75.00

	BERGER CONSULTING GROUP, LLC	
7/28/2025	Expert Economic Data Analysis	\$8,415.00
	JAMS, INC.	
10/26/2023	Arbitration Form Filing Fee	\$411.96
	JUDICATE WEST	
11/19/2024	Mediation Services (1/2 of the Total of the Mediation Fee; Plaintiff's Portion)	\$7,500.00
	FEDEX SHIPMENT	
10/19/2023	Priority Overnight Mail to Defense counsel office Tharpe & Howell re: Plaintiff's Opposition to Defendant's Motion to Compel Arbitration of Plaintiff's Individual PAGA Claims	\$24.77
	CASE ANYWHERE/CLOUD BASE	
	System and Data Access Fee	\$530.00
	Total Costs, fees and expenses	\$19,463.52

“Exhibit 3”

“Exhibit 4”

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NLJ'S BILLING SURVEY

Select a Firm

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

Morrison & Foerster

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



By the Numbers: The Firms Report Their Billing Rates

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

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

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

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NLJ'S BILLING SURVEY

Select a Firm

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

Cooley

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

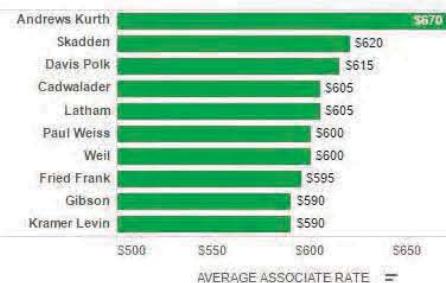
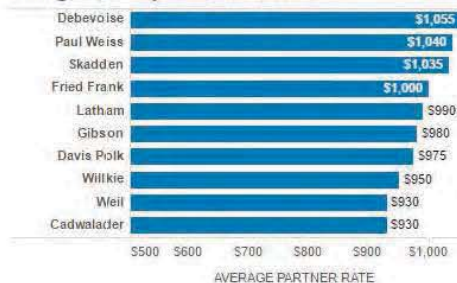


By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Kaye Scholer	New York	433	\$1,100	\$850	\$715	\$620	\$570	\$225
Kramer Levin	New York	328	\$1,025	\$800	\$675	\$600	\$550	\$200
Hogan Lovells	Washington	228	\$1,000	\$750	\$625	\$550	\$500	\$175
Kasowitz Benson	New York	200	\$1,000	\$750	\$625	\$550	\$500	\$175
Kirkland & Ellis	Chicago	141	\$950	\$700	\$575	\$500	\$450	\$150
Cooley	Palo Alto, Calif.	632	\$990	\$820	\$660	\$630	\$525	\$160
Arnold & Porter	Washington	100	\$900	\$650	\$525	\$450	\$400	\$125
Paul Hastings	New York	88	\$850	\$600	\$475	\$400	\$350	\$100
Curtis, Mallet-Prevost	New York	85	\$800	\$550	\$425	\$350	\$300	\$75
Winston & Strawn	Chicago	80	\$800	\$550	\$425	\$350	\$300	\$75
Bingham McCutchen	Boston	60	\$1,000	\$750	\$625	\$550	\$500	\$175
Akin Gump	Washington	60	\$1,000	\$750	\$625	\$550	\$500	\$175
Covington & Burling	Washington	75	\$800	\$550	\$425	\$350	\$300	\$75
King & Spalding	Atlanta	50	\$800	\$550	\$425	\$350	\$300	\$75

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

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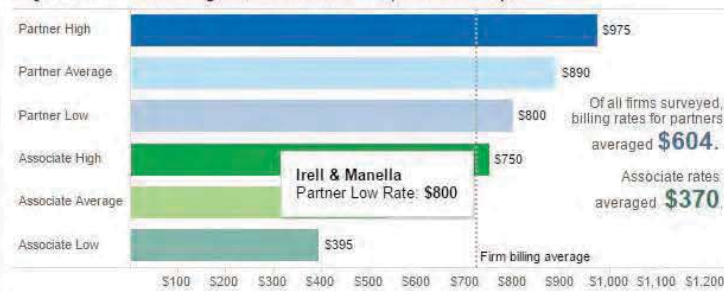
NLJ'S BILLING SURVEY

Select a Firm

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

Irell & Manella

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



By the Numbers: The Firms Report Their Billing Rates

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

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

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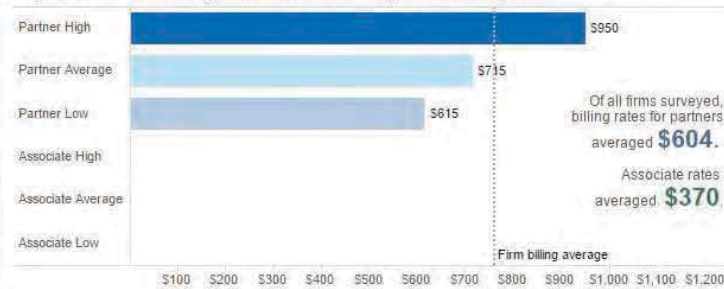
NLJ'S BILLING SURVEY

Select a Firm

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

O'Melveny & Myers

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



By the Numbers: The Firms Report Their Billing Rates

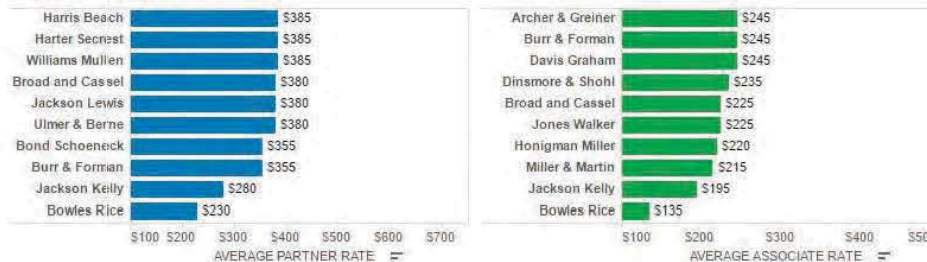
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Baker & McKenzie	Chicago	1,000	\$1,055	\$715	\$615	\$595	\$370	\$230
Dickstein Shapiro	Washington	800	\$1,050	\$700	\$600	\$580	\$370	\$230
Jenner & Block	Chicago	4,100	\$1,025	\$685	\$585	\$575	\$365	\$225
Jones Day	New York	3,300	\$875	\$575	\$475	\$565	\$355	\$215
Manatt Phelps	Los Angeles	900	\$1,000	\$680	\$580	\$560	\$350	\$210
Seward & Kissel	New York	900	\$850	\$550	\$450	\$540	\$340	\$200
O'Melveny & Myers	Los Angeles	738	\$950	\$715	\$615	\$595	\$370	\$230
McDermott Will	Chicago	1,000	\$815	\$515	\$415	\$505	\$305	\$205
Reed Smith	Pittsburgh	1,000	\$800	\$500	\$400	\$490	\$290	\$190
Dentons	N/A**	1,000	\$800	\$500	\$400	\$490	\$290	\$190
Jeffer Mangels	Los Angeles	900	\$800	\$500	\$400	\$490	\$290	\$190
Sheppard Mullin	Los Angeles	900	\$800	\$500	\$400	\$490	\$290	\$190
Alston & Bird	Atlanta	900	\$800	\$500	\$400	\$490	\$290	\$190
Foley Hoag	Boston	900	\$800	\$500	\$400	\$490	\$290	\$190

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

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NLJ'S BILLING SURVEY

Select a Firm

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

Orrick, Herrington & Sutcliffe

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



By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Blank Rome	Philadelphia	47	\$885	\$585	\$300	\$600	\$300	\$175
Kelley Drye	New York	238	\$415	\$345	\$245	\$385	\$245	\$155
Gardere Wynne	Dallas	235	\$775	\$505	\$285	\$595	\$295	\$155
Pepper Hamilton	Philadelphia	403	\$845	\$505	\$275	\$605	\$305	\$155
Orrick Herrington	San Francisco	977	\$945	\$625	\$305	\$675	\$310	\$170
Stevens & Lee	Reading, Pa.	167	\$845	\$485	\$225	\$585	\$285	\$155
Duane Morris	Philadelphia	800	\$775	\$485	\$245	\$585	\$285	\$155
Morgan Lewis	Philadelphia	1,334	\$775	\$485	\$245	\$585	\$285	\$155
Troutman Sanders	Atlanta	1,275	\$775	\$485	\$245	\$585	\$285	\$155
Allen Matkins	Los Angeles	167	\$645	\$395	\$225	\$525	\$285	\$155
Katten Muchin	Chicago	380	\$775	\$485	\$245	\$585	\$285	\$155
Lowenstein Sandler	Roseland, N.J.	204	\$775	\$485	\$245	\$585	\$285	\$155
Seyfarth Shaw	Chicago	1,000	\$645	\$395	\$225	\$525	\$285	\$155
Buchalter Niermer	Los Angeles	104	\$645	\$395	\$225	\$525	\$285	\$155

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

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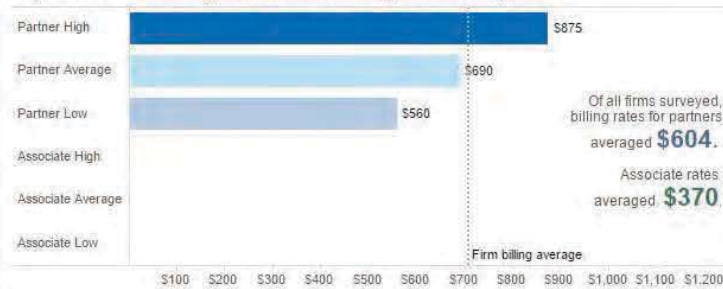
NLJ'S BILLING SURVEY

Select a Firm

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

Jeffer, Mangels, Butler & Mitchell

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



By the Numbers: The Firms Report Their Billing Rates

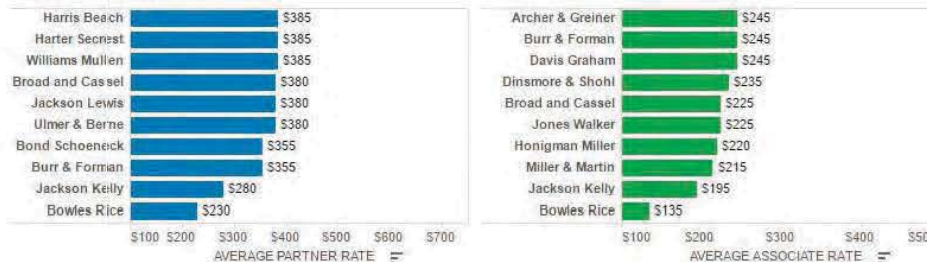
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Baker & McKenzie	Chicago	1,100	\$1,100	\$700	\$500	\$600	\$400	\$300
Dickstein Shapiro	Washington	800	\$1,000	\$600	\$400	\$500	\$300	\$200
Jenner & Block	Chicago	4,100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

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

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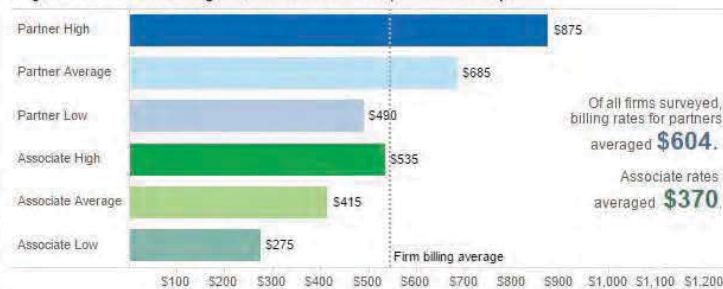
NLJ'S BILLING SURVEY

Select a Firm

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

Sheppard, Mullin, Richter & Hampton

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



By the Numbers: The Firms Report Their Billing Rates

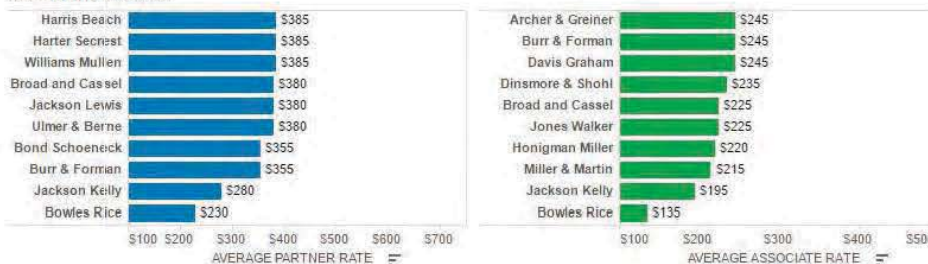
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Jeffer Mangels	Los Angeles	521	\$875	\$685	\$490	\$535	\$415	\$275
Sheppard Mullin	Los Angeles	521	\$875	\$685	\$490	\$535	\$415	\$275
Alston & Bird	Atlanta	521	\$875	\$685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

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

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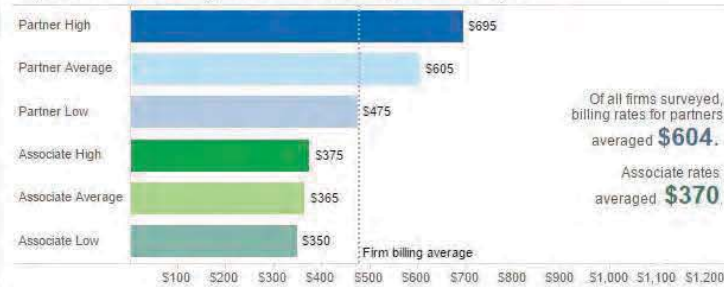
NLJ'S BILLING SURVEY

Select a Firm

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

Buchalter Nemer

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



By the Numbers: The Firms Report Their Billing Rates

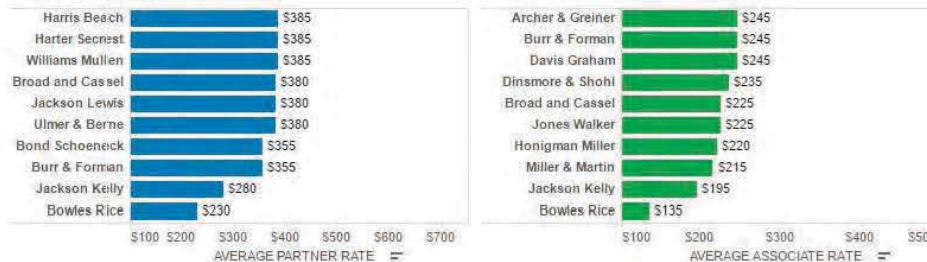
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Seyfarth Shaw	Chicago	731	\$695	\$611	\$475	\$375	\$365	\$350
Buchalter Nemer	Los Angeles	134	\$695	\$605	\$475	\$375	\$365	\$350
Carlton Fields	Tampa, Fla.	276	\$611	\$605	\$475	\$375	\$365	\$350
Foley & Lardner	Milwaukee	872	\$695	\$605	\$475	\$375	\$365	\$350
Perkins Coie	Seattle	822	\$695	\$605	\$475	\$375	\$365	\$350
Vinson & Elkins	Houston	877	\$695	\$605	\$475	\$375	\$365	\$350
Holland & Knight	Washington	808	\$695	\$605	\$475	\$375	\$365	\$350
McGuire Woods	Richmond, Va.	814	\$695	\$605	\$475	\$375	\$365	\$350
Bryan Cave	St. Louis	808	\$695	\$605	\$475	\$375	\$365	\$350
Nutter McClennen	Boston	736	\$695	\$605	\$475	\$375	\$365	\$350
Gibbons	Newark, N.J.	286	\$695	\$605	\$475	\$375	\$365	\$350
Cozen O'Connor	Philadelphia	888	\$695	\$605	\$475	\$375	\$365	\$350
Knobbe Martens	Irvine, Calif.	208	\$695	\$605	\$475	\$375	\$365	\$350
Kilpatrick Townsend	Atlanta	850	\$695	\$605	\$475	\$375	\$365	\$350

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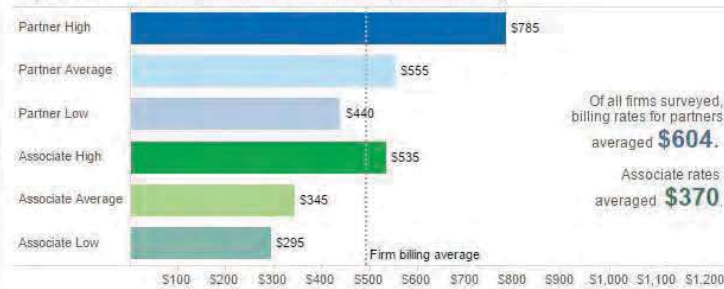
NLJ'S BILLING SURVEY

Select a Firm

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

Knobbe, Martens, Olson & Bear

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



By the Numbers: The Firms Report Their Billing Rates

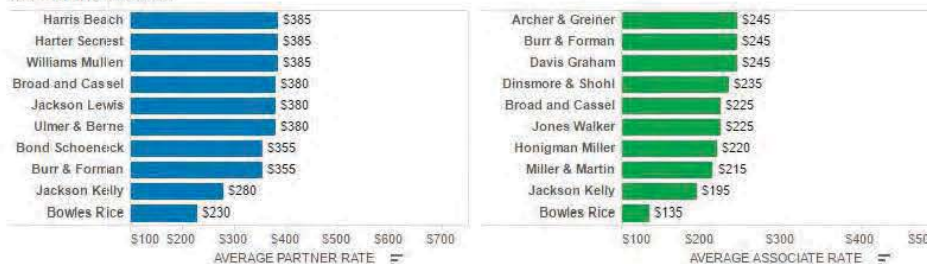
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Gibbons	Newark, N.J.	240	\$785	\$555	\$440	\$535	\$345	\$295
Cozen O'Connor	Philadelphia	240	\$785	\$555	\$440	\$535	\$345	\$295
Knobbe Martens	Irvine, Calif.	268	\$785	\$555	\$440	\$535	\$345	\$295
Kilpatrick Townsend	Atlanta	240	\$785	\$555	\$440	\$535	\$345	\$295
Littler Mendelson	San Francisco	240	\$785	\$555	\$440	\$535	\$345	\$295
Edwards Wildman	Boston	240	\$785	\$555	\$440	\$535	\$345	\$295
Thompson & Knight	Dallas	240	\$785	\$555	\$440	\$535	\$345	\$295
Fox Rothschild	Philadelphia	240	\$785	\$555	\$440	\$535	\$345	\$295
McCarter & English	Newark, N.J.	240	\$785	\$555	\$440	\$535	\$345	\$295
McKenna Long	Atlanta	240	\$785	\$555	\$440	\$535	\$345	\$295
Saul Ewing	Philadelphia	240	\$785	\$555	\$440	\$535	\$345	\$295
Brownstein Hyatt	Denver	240	\$785	\$555	\$440	\$535	\$345	\$295
Lindquist & Vennum	Minneapolis	240	\$785	\$555	\$440	\$535	\$345	\$295
Nixon Peabody	Boston	240	\$785	\$555	\$440	\$535	\$345	\$295

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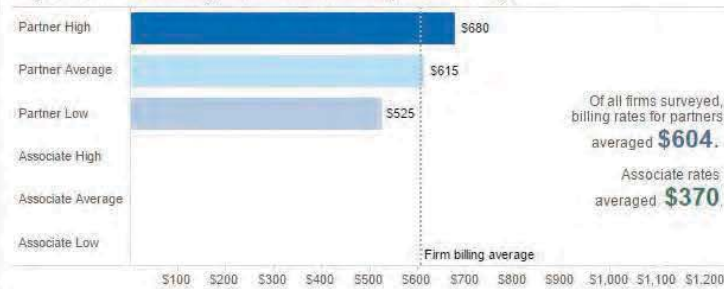
NLJ'S BILLING SURVEY

Select a Firm

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

Allen Matkins Leck Gamble Mallory & Natsis

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



By the Numbers: The Firms Report Their Billing Rates

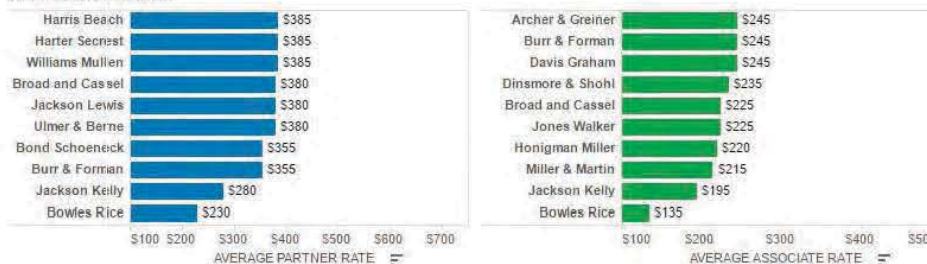
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Blank Rome	Philadelphia	100	\$650	\$550	\$450	\$350	\$250	\$150
Kelley Drye	New York	250	\$600	\$500	\$400	\$300	\$200	\$100
Gardere Wynne	Dallas	150	\$600	\$500	\$400	\$300	\$200	\$100
Pepper Hamilton	Philadelphia	100	\$600	\$500	\$400	\$300	\$200	\$100
Orrick Herrington	San Francisco	100	\$600	\$500	\$400	\$300	\$200	\$100
Stevens & Lee	Reading, Pa.	100	\$600	\$500	\$400	\$300	\$200	\$100
Duane Morris	Philadelphia	100	\$600	\$500	\$400	\$300	\$200	\$100
Morgan Lewis	Philadelphia	100	\$600	\$500	\$400	\$300	\$200	\$100
Troutman Sanders	Atlanta	100	\$600	\$500	\$400	\$300	\$200	\$100
Allen Matkins	Los Angeles	187	\$680	\$615	\$525			
Katten Muchin	Chicago	100	\$600	\$500	\$400	\$300	\$200	\$100
Lowenstein Sandler	Roseland, N.J.	100	\$600	\$500	\$400	\$300	\$200	\$100
Seyfarth Shaw	Chicago	100	\$600	\$500	\$400	\$300	\$200	\$100
Buchalter Nierier	Los Angeles	100	\$600	\$500	\$400	\$300	\$200	\$100

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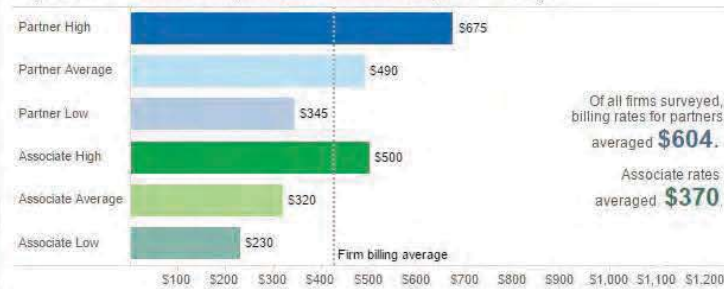
NLJ'S BILLING SURVEY

Select a Firm

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

Rutan & Tucker

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



By the Numbers: The Firms Report Their Billing Rates

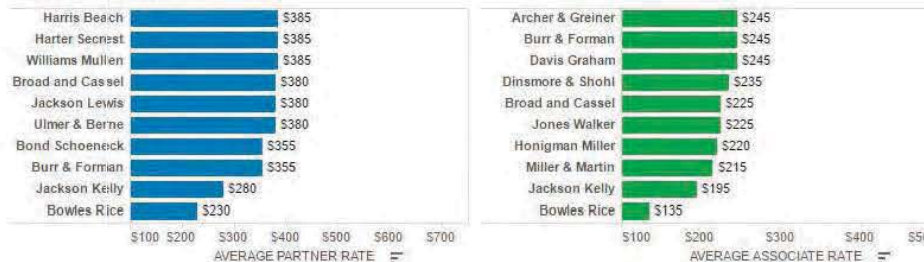
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Archer & Greiner	Phoenix	100	\$675	\$490	\$345	\$500	\$320	\$230
Arnall Golden	Atlanta	100	\$675	\$490	\$345	\$500	\$320	\$230
Rutan & Tucker	Costa Mesa, Calif.	139	\$675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

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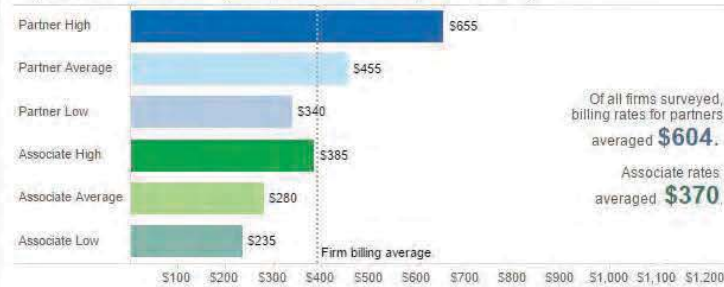
NLJ'S BILLING SURVEY

Select a Firm

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

Best Best & Krieger

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



By the Numbers: The Firms Report Their Billing Rates

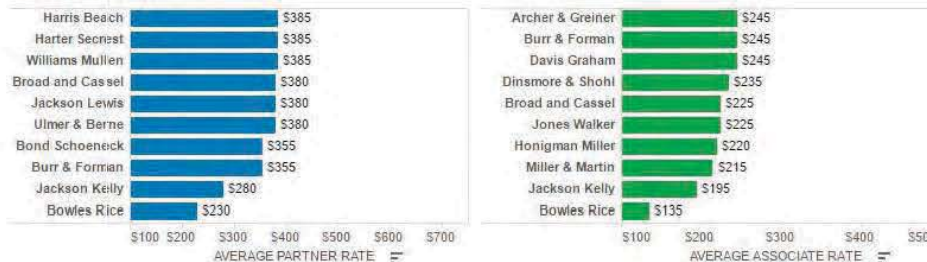
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Quarles & Brady	Milwaukee	475	\$650	\$450	\$350	\$380	\$280	\$230
Arnstein & Lehr	Chicago	1,100	\$650	\$450	\$350	\$380	\$280	\$230
Waller Lansden	Nashville, Tenn.	1,000	\$650	\$450	\$350	\$380	\$280	\$230
Benesch Friedlander	Cleveland	750	\$650	\$450	\$350	\$380	\$280	\$230
Best Best	Riverside, Calif.	175	\$655	\$455	\$340	\$385	\$280	\$235
Faegre Baker	Minneapolis	850	\$650	\$450	\$350	\$380	\$280	\$230
Riker Danzig	Morristown, N.J.	650	\$650	\$450	\$350	\$380	\$280	\$230
Baker & Hostetler	Cleveland	1,100	\$650	\$450	\$350	\$380	\$280	\$230
Ice Miller	Indianapolis	600	\$650	\$450	\$350	\$380	\$280	\$230
Parker Poe	Charlotte, N.C.	1,700	\$650	\$450	\$350	\$380	\$280	\$230
Michael Best	Milwaukee	450	\$650	\$450	\$350	\$380	\$280	\$230
Butzel Long	Bloomfield Hills, Mich.	750	\$650	\$450	\$350	\$380	\$280	\$230
McElroy Deutsch	Morristown, N.J.	700	\$650	\$450	\$350	\$380	\$280	\$230
Thompson Coburn	St. Louis	700	\$650	\$450	\$350	\$380	\$280	\$230

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

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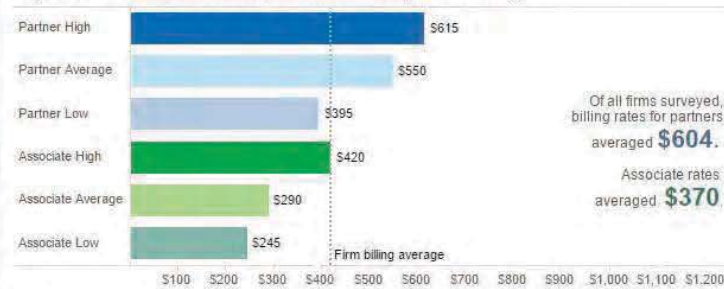
NLJ'S BILLING SURVEY

Select a Firm

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

Littler Mendelson

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



By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Gibbons	Newark, N.J.	2,100	\$2,000	\$1,500	\$1,000	\$475	\$300	\$225
Cozen O'Connor	Philadelphia	2,000	\$1,100	\$750	\$500	\$350	\$245	\$175
Knobbe Martens	Irvine, Calif.	2,000	\$1,200	\$850	\$600	\$375	\$245	\$175
Kilpatrick Townsend	Atlanta	1,900	\$1,100	\$750	\$500	\$375	\$245	\$175
Littler Mendelson	San Francisco	909	\$615	\$550	\$395	\$420	\$290	\$245
Edwards Wildman	Boston	870	\$1,100	\$750	\$500	\$375	\$245	\$175
Thompson & Knight	Dallas	2,000	\$1,100	\$750	\$500	\$375	\$245	\$175
Fox Rothschild	Philadelphia	1,800	\$1,100	\$750	\$500	\$375	\$245	\$175
McCarter & English	Newark, N.J.	1,700	\$1,100	\$750	\$500	\$375	\$245	\$175
McKenna Long	Atlanta	1,600	\$1,100	\$750	\$500	\$375	\$245	\$175
Saul Ewing	Philadelphia	1,500	\$1,100	\$750	\$500	\$375	\$245	\$175
Brownstein Hyatt	Denver	1,400	\$1,100	\$750	\$500	\$375	\$245	\$175
Lindquist & Vennum	Minneapolis	1,300	\$1,100	\$750	\$500	\$375	\$245	\$175
Nixon Peabody	Boston	1,200	\$1,100	\$750	\$500	\$375	\$245	\$175

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

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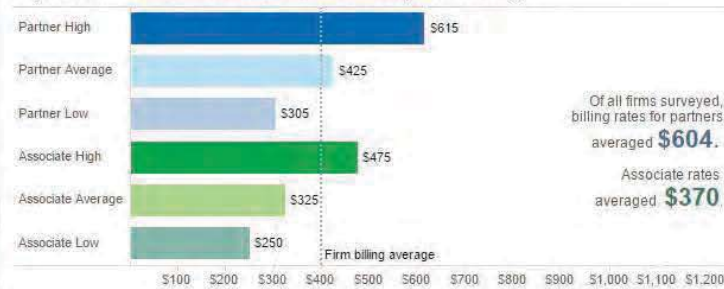
NLJ'S BILLING SURVEY

Select a Firm

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

Sedgwick

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



By the Numbers: The Firms Report Their Billing Rates

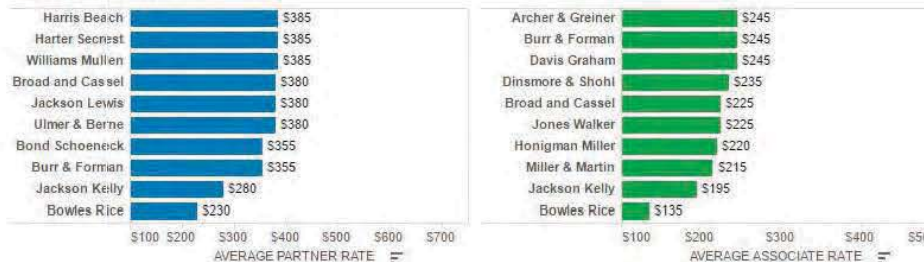
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Andrus & Han	Denver	250	\$575	\$400	\$275	\$400	\$275	\$175
Bradley Arant	Birmingham, Ala.	250	\$575	\$400	\$275	\$400	\$275	\$175
Husch Blackwell	St. Louis	250	\$575	\$400	\$275	\$400	\$275	\$175
Lane Powell	Seattle	250	\$575	\$400	\$275	\$400	\$275	\$175
Shutts & Bowen	Miami	250	\$575	\$400	\$275	\$400	\$275	\$175
Connell Foley	Roseland, N.J.	250	\$575	\$400	\$275	\$400	\$275	\$175
Sedgwick	San Francisco	347	\$615	\$425	\$305	\$475	\$325	\$250
Gordon & Rees	San Francisco	250	\$575	\$400	\$275	\$400	\$275	\$175
Lathrop & Gage	Kansas City, Mo.	250	\$575	\$400	\$275	\$400	\$275	\$175
Strasburger & Price	Dallas	250	\$575	\$400	\$275	\$400	\$275	\$175
Wyatt Tarrant	Louisville, Ky.	250	\$575	\$400	\$275	\$400	\$275	\$175
Taft Stettinius	Cincinnati	250	\$575	\$400	\$275	\$400	\$275	\$175
Polsinelli	Kansas City, Mo.	250	\$575	\$400	\$275	\$400	\$275	\$175
Robinson & Cole	Hartford, Conn.	250	\$575	\$400	\$275	\$400	\$275	\$175

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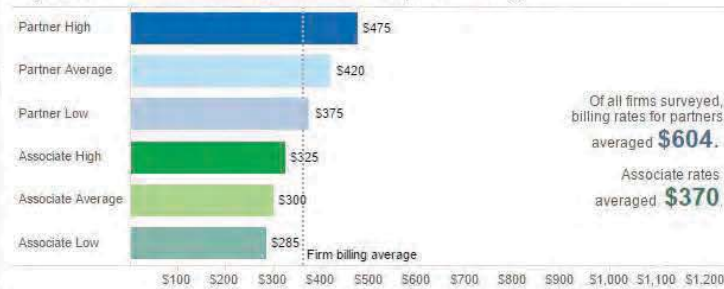
NLJ'S BILLING SURVEY

Select a Firm

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

Gordon & Rees

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



By the Numbers: The Firms Report Their Billing Rates

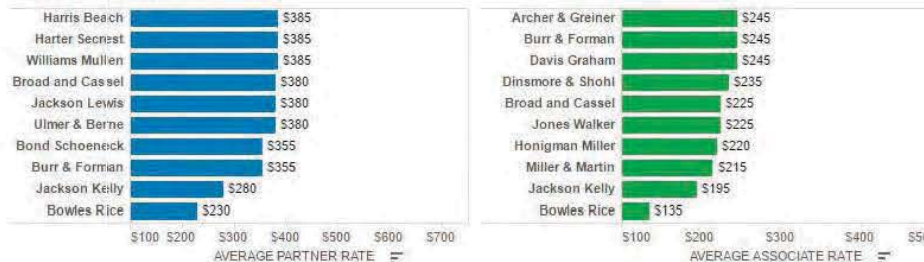
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Andrus & Han	Denver	125	\$475	\$420	\$375	\$325	\$300	\$285
Bradley Arant	Birmingham, Ala.	125	\$475	\$420	\$375	\$325	\$300	\$285
Husch Blackwell	St. Louis	125	\$475	\$420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

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NLJ'S BILLING SURVEY

Select a Firm

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

Jackson Lewis

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



By the Numbers: The Firms Report Their Billing Rates

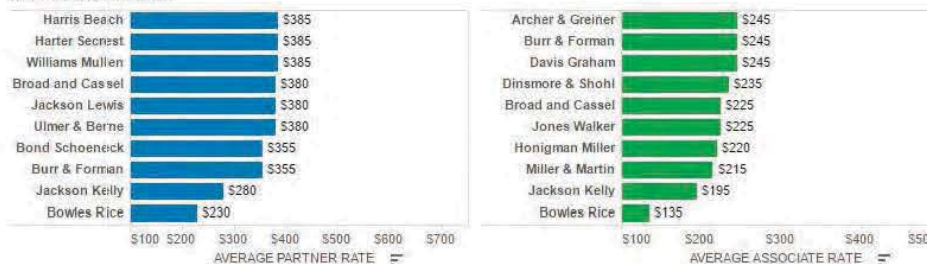
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Honigman Miller	Detroit	327	\$338	\$300	\$250	\$250	\$225	\$200
Varnum	Grand Rapids, Mich.	154	\$340	\$280	\$220	\$220	\$200	\$175
Harris Beach	Rochester, N.Y.	204	\$340	\$280	\$220	\$220	\$200	\$175
Harter Secrest	Rochester, N.Y.	154	\$340	\$280	\$220	\$220	\$200	\$175
Jones Walker	New Orleans	380	\$425	\$300	\$220	\$220	\$200	\$175
Miller & Martin	Chattanooga, Tenn.	150	\$325	\$280	\$215	\$215	\$200	\$175
Williams Mullen	Richmond, Va.	330	\$410	\$300	\$220	\$220	\$200	\$175
Broad and Cassel	Orlando, Fla.	400	\$340	\$300	\$220	\$220	\$200	\$175
Jackson Lewis	Los Angeles	690	\$440	\$380	\$310	\$315	\$290	\$275
Ulmer & Berne	Cleveland	178	\$310	\$280	\$215	\$215	\$200	\$175
Bond Schoeneck	Syracuse, N.Y.	184	\$320	\$280	\$215	\$215	\$200	\$175
Burr & Forman	Birmingham, Ala.	240	\$325	\$280	\$215	\$215	\$200	\$175
Jackson Kelly	Charleston, W.Va.	200	\$310	\$280	\$215	\$215	\$200	\$175
Bowles Rice	Charleston, W.Va.	150	\$310	\$280	\$215	\$215	\$200	\$175

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“Exhibit 5”

THE NATIONAL LAW JOURNAL

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A nationwide sampling of law firm billing rates

December 08, 2008

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

The 2008 NLJ Billing Survey is [available in downloadable Excel format](#) from ALM Research.

Adams and Reese (253), New Orleans
Partners \$240-\$425 (average \$318, median \$310)
Associates \$175-\$300 (average \$209, median \$205)
Firmwide (average \$257, median \$265)

Arent Fox (336), Washington
Partners \$410-\$710
Associates \$260-\$465

Armstrong Teasdale (252), St. Louis
Partners \$295-\$450
Associates \$175-\$300

Baker, Donelson, Bearman, Caldwell & Berkowitz (549), Memphis, Tenn.
Partners \$230-\$525 (average \$339, median \$330)
Associates \$120-\$300 (average \$218, median \$220)
Firmwide (average \$295, median \$290)

Balch & Bingham (244), Birmingham, Ala.
Partners \$295-\$600
Associates \$200-\$280

Bass, Berry & Sims (211), Nashville, Tenn.
Partners \$240-\$575 (average \$410, median \$420)
Associates \$175-\$365 (average \$245, median \$240)
Firmwide (average \$307, median \$300)

Best Best & Krieger (198), Riverside, Calif.
Partners \$300-\$550 (average \$391, median \$375)
Associates \$190-\$330 (average \$252, median \$245)
Firmwide (average \$340, median \$305)

Blank Rome (503), Philadelphia
Partners \$425-\$785 (average \$525)
Associates \$245-\$485 (average \$332)
Firmwide (average \$400)

Bond, Schoeneck & King (189), Syracuse, N.Y.
Partners \$210-\$450 (average \$308, median \$310)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Fox Rothschild (440), Philadelphia

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

Fredrikson & Byron (233), Minneapolis

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

Frost Brown Todd (342), Cincinnati

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

Gardere Wynne Sewell (281), Dallas

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

Gibbons (230), Newark, N.J.

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

GrayRobinson (213), Orlando, Fla.

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

Greenberg Traurig (1,840), New York

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

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

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

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

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

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

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

Hogan & Hartson (1,175), Washington

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

Holland & Hart (406), Denver

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

Holme Roberts & Owen (228), Denver

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

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

Partners \$515-\$795

Associates \$275-\$510

Hughes Hubbard & Reed (334), New York

Partners \$625-\$875

Associates \$270-\$600

Husch Blackwell Sanders (629), St. Louis

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

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

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

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

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

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

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

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

Partners \$250-\$595

Associates \$180-\$405

Jenner & Block (482), Chicago

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

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

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

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

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

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

Kilpatrick Stockton (466), Atlanta

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

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

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

Kelley Drye & Warren (378), New York

Partners \$430-\$850

Associates \$255-\$520

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

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

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

Firmwide (median \$362)

Lane Powell (170), Seattle

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

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

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

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

Partners \$255-\$490

Associates \$180-\$265

Leonard, Street and Deinard (189), Minneapolis

Partners \$310-\$530

Associates \$200-\$315

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

Partners \$225-\$440

Associates \$140-\$305

Lindquist & Vennum (185), Minneapolis

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Nixon Peabody (699), Boston

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

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

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

Patton Boggs (529), Washington

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

Pepper Hamilton (514), Philadelphia

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

Perkins Cole (632), Seattle

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

Phelps Dunbar (258), New Orleans

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

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

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

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

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

Quarles & Brady (450), Milwaukee

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

Reed Smith (1,558*), Pittsburgh

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

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

Robinson & Cole (215), Hartford, Conn.

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

Roetzel & Andress (227), Akron, Ohio

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Stoel Rives (350), Portland, Ore.

Partners \$290-\$550

Associates \$170-\$365

Strasburger & Price (194), Dallas

Partners \$300-\$580

Associates \$185-\$395

Firmwide (average \$334)

Sullivan & Worcester (182), Boston

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

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

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

Sutherland Asbill & Brennan (429), Atlanta

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

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

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

Taft Stettinius & Hollister (337), Cincinnati

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

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

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

Thompson Coburn (344), St. Louis

Partners \$295-\$555

Associates \$170-\$400

Thompson Hine (396), Cleveland

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

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

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

Thompson & Knight (458), Dallas

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

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

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

Ulmer & Berne (176), Cleveland

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

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

Firmwide (average \$262)

Vedder Price (265), Chicago

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

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

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

Venable (569), Washington

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

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

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

White & Case (2,205), New York

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

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

Firmwide (average \$513)

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

Partners \$360-\$600

Associates \$215-\$375

Williams Mullen (326), Richmond, Va.

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

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

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

Winstead (281), Dallas

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

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

Firmwide (average \$390)

Winston & Strawn (1,004), Chicago

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

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

Firmwide (average \$448)

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

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

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

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

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

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

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

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

“Exhibit 6”

LAFFEY MATRIX

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

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

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

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

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

“Exhibit 7”

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

Annual Rates by Grade and Step

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

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

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

“Exhibit 8”

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

Annual Rates by Grade and Step

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

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

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

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

“Exhibit 9”

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

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

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

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

“Exhibit 10”

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

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

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

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

“Exhibit 11”

Laredo, TX

Texas

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

Las Vegas-Henderson, NV-AZ

Nevada

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

Arizona

Place Name	FIPS
Mohave County, AZ	04015

Los Angeles-Long Beach, CA

California

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