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Attorneys for Plaintiff RAYMOND GOMES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF STANISLAUS

RAYMOND GOMES, on behalf of himself and all others similarly situated, and the general public,

Plaintiff,

v.

TURLOCK SCAVENGER COMPANY, a California corporation; TURLOCK RECYCLING, California corporation; TURLOCK TRANSFER, INC., a California corporation and DOES 1 through 50, inclusive,

Defendants.

Case No. CV-24-000513

CLASS ACTION

DECLARATION OF DAVID KELEDJIAN IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

[Filed concurrently with Notice of Motion; Memorandum of Points and Authorities; Declaration of Tarus Dancy; and [Proposed] Order and Judgment]

Honorable John R. Mayne
Dept. 21

Date: October 29, 2026
Time: 8:30 a.m.

Action filed: January 23, 2024
Trial date: None Set

DECLARATION OF DAVID KELEDJIAN

I, David Keledjian, declare as follows:

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

2. I am Senior Counsel at D.Law, Inc., and counsel for Plaintiff Raymond Gomes ("Plaintiff" or "Class Representative") on behalf of similarly situated hourly, non-exempt, employees of Defendants TURLOCK SCAVENGER COMPANY, a California corporation; TURLOCK RECYCLING, a California corporation; and TURLOCK TRANSFER, INC., a California corporation ("Defendants") (Plaintiff and Defendant collectively are referred to as, "the Parties").

3. This Declaration is offered in support of Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement ("Motion").

CASE HISTORY

4. On January 23, 2024, Plaintiff commenced a Class Action lawsuit by filing a Complaint alleging causes of action against Defendants for (1) Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198); (2) Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198); (3) Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198); (4) Failure to Pay Proper Sick Pay (Lab. Code § 246); (5) Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a)); (6) Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203); and (7) Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.) (the "Action"). Plaintiff gave timely written notice to Defendant and California's Labor and Workforce Development Agency ("LWDA") by sending by sending his Private Attorneys General Act ("PAGA") Notice on January 9, 2024 (LWDA-CM-1004003-24). On March 14, 2024, after the 65-day statutory period had passed, Plaintiff filed his First Amended Complaint, which added an eighth cause of action for penalties under PAGA, Labor Code § 2698 ("Operative Complaint").

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5. After exchanging and reviewing informal discovery and participating in mediation, the Parties reached a settlement. On December 17, 2025, this Court entered an Order Granting Preliminary Approval of Settlement ("Preliminary Approval Order"). On May 13, 2026, Counsel for the Defendant timely provided the class data file to the Settlement Administrator, and the Administrator confirmed that the escalator clause was not triggered. (*see* the Declaration of Tarus Dancy "Dancy Decl." filed concurrently herewith, ¶¶ 5, 15.)

6. The Settlement is the product of extensive arm's-length negotiations between the Parties. The Parties are represented by experienced class action attorneys. In order to reach the Settlement, the Parties debated and discussed many difficult legal and factual issues. Moreover, during the process, the Parties were required to make reasonable compromises in light of the facts, issues, and risks presented in this Action. Class Counsel considered the uncertainty and risks of further litigation, and the difficulties inherent in such litigation. Class Counsel also considered the burdens of proof necessary to establish liability against Defendant and Defendant's defenses, the length and complexity of the trial itself, and the risks of further delays and expenses arising from possible appeals. Defendant contends that the Class would not be able to establish its entitlement to the full extent of the relief it is seeking and promised to mount a vigorous defense. On the other hand, Plaintiff believes that there is ample evidence to support the class allegations. Assessment of all of these factors indicated that the best interests of Class Members would be served by a settlement of this Action in the manner and upon the terms set forth in the Parties' Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "Settlement").

7. To reiterate, under the terms of the proposed Settlement, the amount available for distribution to Class Members who do not opt-out of the Settlement is $750,000.00 less the following deductions: (1) a Class Counsel Fees award of $250,000.00 to Class Counsel for attorneys' fees; (2) a Class Counsel Litigation Expenses award of $20,632.74 for reimbursement of actual costs incurred (which is lower than the not to exceed amount of $25,000.00 Class Counsel estimated for the Settlement Agreement); (3) up to $5,000.00 to Plaintiff Raymond Gomes for the Class Representative Enhancement Award; (4) $6,190.00 for Settlement Administrator Costs to Apex Class Action ("Apex"); and (5) the PAGA Penalties of $20,000.00

for claims asserted under California's Private Attorneys General Act ("PAGA"), of which 75% will be payable to the LWDA and 25% will be payable to the PAGA Employees on a *pro rata* basis.

8. From my experience in wage and hour litigation, the present Settlement has resulted in a substantial benefit to Class Members. In fact, the highest Individual Settlement Payment to a Settlement Class Member is currently estimated to be approximately $5,889.61, the average Individual Settlement Payment is currently estimated to be approximately $2,422.58, and the lowest Individual Settlement Payment is currently estimated to be approximately $12.28. (Dancy Decl. ¶ 17.)[1]

SETTLEMENT ADMINISTRATION

9. The settlement administration was fairly settled and administered. After the Court entered the December 17, 2025, Preliminary Approval Order, and after performing a National Change of Address search, Apex sent the Notice to all 185 Class Members and Aggrieved Employees last-known mailing addresses using U.S. First Class Mail, and made significant efforts to locate Class Members, including performing skip traces on those employees who could not be located. (Dancy Decl., ¶¶ 6–8).

10. Of the 185 Class Members who were sent the Notice, Apex received 10 returned Notices as undeliverable. (*Id.* at ¶ 8.) Apex conducted a computerized skip trace on the 10 returned Notices in order to acquire updated addresses for the purpose of re-mailing the Notice. (*Id.*) The skip trace effort resulted in obtaining 9 updated addresses, to which Apex promptly re-mailed the Notices via U.S. First Class Mail. (*Id.*) As of the date of the Settlement Administrator's declaration, there have been 9 Notices re-mailed as a result of Apex's skip tracing efforts, and only 1 Notice has been considered undeliverable as no updated address was found despite conducting skip tracing. (*Id.* at ¶¶ 8–9.)

11. Notices were distributed in accordance with the Court's Preliminary Approval Order, and the response was excellent. Here, the deadline for submitting a Request for Exclusion

[1] These calculations are based on Class Counsel's actual costs of $20,632.74.

from the Settlement, disputing the number of Workweeks, and objecting to the Settlement was August 28, 2026. The extended response deadline for those Class Members who received a remailed notice was September 11, 2026. (Dancy Decl., ¶¶ 10–13). As of the deadline, **zero Class Members objected** to the Settlement, **zero disputed** their number of Workweeks, and **zero opted out** of the Settlement. (*Id.*) Therefore, there is a total of 185 Settlement Class Members. (*Id.* at ¶¶ 14.)

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

13. Apex requests a Settlement Administrator Costs payment of $6,190.00. (*Id.* at ¶ 20.)

REQUEST FOR ATTORNEYS' FEES AND LITIGATION EXPENSES

14. The preliminarily approved Settlement calls for the payment of up to $250,000.00 in attorneys' fees, plus up to $25,000 of Class Counsel's litigation expenses (Class Counsel's actual costs in this matter are $20,632.74, which is less than the allocated amount in the Settlement Agreement). This request is fair, reasonable, and adequate to compensate Class Counsel for the substantial work they have put into this case and the risk they assumed by taking it in the first place. The attorneys' fees award is intended to reimburse Class Counsel for all uncompensated work that they have already done and for all the work they will continue to do in carrying out and overseeing the administration of the Settlement. Class Counsel's contemporaneous time records are attached hereto as **Exhibit 1**.

The Lodestar Method

15. Class Counsel's lodestar calculation supports the requested attorneys' fees. The lodestar calculation typically proceeds in three steps. First, a trial court must determine a baseline guide or "lodestar" figure based on the time spent and reasonable hourly compensation for each attorney involved in the case. *Serrano v. Priest* (1975) 20 Cal.3d 25, 48. The court then sets a reasonable hourly fee to apply to the time expended, with reference to the prevailing rates in the

geographical area in which the action is pending. *Bihun v. AT&T Information System* (1993) 13 Cal.App.4th 976, 997. Finally, a "multiplier" is selected with reference to the following factors: (1) the novelty and difficulty of issues involved, (2) the skill displayed in presenting them, (3) the extent to which the nature of the litigation precluded other employment by the attorneys, and (4) the contingent nature of the fee award, based on the uncertainty of prevailing on the merits and of establishing eligibility for the award. *Serrano, supra,* 20 Cal.App.3d at 49.

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

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

18. I have knowledge about the hourly rates charged by California attorneys and paralegals. Based on the information I have, I believe that their stated hourly rates are reasonable and appropriate for California attorneys and paralegals with comparable expertise, experience, and qualifications.

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19. As explained below, the lodestar crosscheck yields a modest lodestar when rates from the Los Angeles locality adjusted Laffey Matrix are used. The hourly rates found in the 2025-2026 adjusted Laffey Matrix[2] focus on the costs of legal services within the Washington-Baltimore-Arlington area and therefore adjustments based on differences in cost of legal services in different localities allows for better assessment of reasonableness.

20. The locality adjustment rate of 0.025 as compared to the locality payment adjustments to the Judiciary Salary Plan for Federal judiciary employees. Locality payment adjustments are made to the base pay of Federal workers in localities where the base pay is generally lower than the rates paid for the same levels of work by non-Federal workers in the same locality, so that the wages of Federal workers would roughly be on par with employees within the locality performing similar levels of work.[3] Because this metric is designed specifically to equalize for wages given different market rates in different localities, a comparison of the adjustment rate between the Washington-Baltimore-Arlington area and Los Angeles-Long Beach area is an excellent measure for determining locality adjustment to the Laffey Matrix.

21. The Judiciary Salary Plan (referred to in *In re HPL Techs., Inc.*) include a 36.47% locality adjustment for Los Angeles-Long Beach. The Judiciary Salary Plan for Los Angeles-Long Beach is attached hereto as **Exhibit 3**, and the 2026 Locality Pay Table for Los Angeles-Long Beach, CA is attached hereto as **Exhibit 4**. In comparison, the Judiciary Salary Plan and Locality Pay Table for Washington-Baltimore-Arlington locality include a 33.94% locality adjustment is attached hereto as **Exhibit 5.** The Judiciary Salary Plan for Washington-Baltimore-Arlington is attached hereto as **Exhibit 6**, and the 2026 Locality Pay Table for Washington-Baltimore-Arlington is attached hereto as **Exhibit 7**. The Locality Pay Area Definitions defining the county of Los Angeles-Long Beach, CA is attached hereto as **Exhibit 8**.

22. This means that legal workers in the Los Angeles-Long Beach area made roughly 2.5% more than comparable legal workers in the Washington-Baltimore-Arlington area (36.47%-

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

[3] 5 U.S. §5302(6)

33.94%). Therefore, an averaged adjustment rate of 0.025 to the Laffey Matrix provides a satisfactory adjustment to the Laffey Matrix to adjust for locally prevalent rates of pay in California.

23. In applying the locality adjustment rate of 0.025 to the Laffey Matrix for attorneys working in Los Angeles-Long Beach County over the Washington-Baltimore-Arlington area stated in the Laffey Matrix, the 2025-2026 Adjusted Laffey Matrix hourly rates adjusted for this case are:

Year	**Adj. Factor ****	**Paralegal/ Law Clerk**	**1-3**	**4-7**	**8-10**	**11-19**	**20+**
6/1/25-5/31/26	0.025	$283.93	$520.7	$640.63	$924.55	$1,044.48	$1,257.68

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

ATTORNEYS' EXPERIENCE

25. D.Law (formerly known as Davtyan Law Firm) prosecutes wage and hour cases, including class actions and PAGA actions on behalf of employees and others who have had their rights violated. D.Law, either on its own or with co-counsel, is currently serving as plaintiffs' counsel of record in numerous wage and hour and employment class action and PAGA action cases pending in both state and federal court.

26. D.Law is well-qualified and has ample experience, knowledge, and resources to act as counsel and represent Plaintiff and the putative Class and aggrieved employees in this action. Our practice is exclusively focused on employment matters and representing plaintiffs in wage and hour actions with the same or similar causes of actions brought forth in the matter pending before this Court.

27. D.Law has litigated and successfully resolved many wage and hour class action cases involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. *De La Rosa v. The Coca Cola Company et al.* (Superior Court of California in Napa, 17CV000787), *Harvey v. Bed Bath & Beyond of California Limited Liability Company* (Superior Court of California in Alameda, RG17885153), *Paredes v. Bottling Group LLC et. al.* (Superior Court of California in Kern), *Ramirez v. Harris Ranch Beef Company* (Superior Court of California in Fresno, 16CECG04103), *Gates v. Gate Gourmet, Inc. et. al.* (Southern District of California, 16-cv-01084-L-AGS), *Hargrave v. Antelope Valley Hospital* (Superior Court of California in Los Angeles, BC663252), *Ramirez v. Milton Roy et. al.* (Superior Court of California in Los Angeles, BC 632 276), *Hawkins v. AvalonBay Communities* (Superior Court of California in Santa Clara, 17CV316492), *Jones Tharpe et al. v. Sprint Corporation et al*. (Superior Court of California in Los Angeles, BC644645), *Ortega et al. v. Nestle Waters North America, Inc. et al.* (Superior Court of California in Los Angeles, BC623610), *Schultz v. Jimbo's Natural Family, Inc.* (Superior Court of California in San Diego, 37-2017-00022348-CUE-OE-CTL), *Ambrose v. Victor Valley Global et al.* (Superior Court of California in San Bernardino, CIVDS1709289), *Puerta-Gildardo v. Real Time Staffing Services LLC et. al.* (Superior Court of California in Los Angeles, BC565445), *Vargo v. Pregis Innovative Packaging LLC* (Superior Court of California in Tulare, 270836), *Conlin v. Aegis Senior Communities LLC* (Northern District of California, 17-cv-05534-LHK), *Galarza v. Kloeckner Metals Corporation* (Central District of California, 2:17-cv-04910-FMO), *Estes v. L3 Technologies, Inc. et al.* (Southern District of California, 3:17-cv-02356-H-JMA), *Rowser v. Trunk Club, Inc.* (Central District of California, 2:17-cv-05064-DSF-RAO), *Leach v. The Claremont Colleges, Inc.* (Superior Court of California in Los Angeles, BC686451), *Vaesau v. PCT Enterprises, Inc. dba Precision Cabinets* (Superior Court of California, County of Contra Costa MSC18-02404), *Terry v. TF Louderback, Inc. dba Bay Area Beverage Company* (Superior Court of the State of California, County of Contra Costa, MSC18-00859), *Roach v. Westcare California, Inc.* (Superior Court of California in Kern County, BCV-17-102367-SDS), *Patton v. Church & Dwight Co., Inc.* (Central District of California, EDCV 18-903-MWF (KKx)), *Juarez v. ISL Employees, Inc.* (Superior Court of California in Madera, MCV074787), *Ferraro v.*

USC Verdugo Hill s Hospital, et al. (Superior Court of California in Los Angeles, 18STCV09463), *Ford v. Account Control Technology, Inc., et al.* (Superior Court of California in Los Angeles, 19STCV09369), *Ornelas v. iStorage, et al.* (Superior Court of California in San Francisco, CGC-18-571421), *Martinez v. Ronpak, Inc.* (Superior Court of California in Riverside, RIC1901307), *Barrera et al. v. Exclusive Wireless, Inc.* (Superior Court of California in Stanislaus, 9000687), *Barajas v. Mancha Development Company LLC* (Superior Court of California in Orange County, 30-2018-00974707-CU-OE-CXC), *Prado v. IMAX Corporation dba IMAC Worldwide Home* (Superior Court of California in San Bernardino, CIVDS1820265), *Rodriguez v. ND Industries, Inc.* (Superior Court of California in Los Angeles, 19STCV38096), *Singletary v. Motel 6 Operating LP, et al.* (Southern District of California, 3:20-cv-0270-LAB-AHG), *Quizon v. CF Watsonville East, LLC, et al.* (Superior Court of California in Santa Cruz, 20CV01868), *Stephenson v. Bakersfield Dodge, Inc.* (Superior Court of California in Kern, BCV-20-102693), *Bacerra v. Hugo Boss Retail, Inc.* (Superior Court of California in San Diego, 37-2021-00002933-CU-OE-CTL), *Walker v. Ariat International, Inc.* (Superior Court of California in Alameda, HG19026439), *Orr v. Petvet Care Centers (California) Inc.* (Superior Court of California in Santa Clara, 19CV354063), *Jimenez v. OEC Distribution Services, Inc.* (Superior Court of California in San Bernardino, CIVDS1915743), *Virdi v. Absolute Security International* (Superior Court of California in San Bernardino, CIVDS 1909589), *Raj v. First Transit, Inc* (Superior Court of California in Sacramento, 34-2021-00295895-CU-OE-GDS), *Marchbanks v. Torrid Administration, Inc.* (Superior Court of California in San Diego, 37-2020-00008179-CU-OE-NC), among others.

28. As Senior Counsel at D.Law, Inc. I manage my own complex litigation team. I was admitted to the California Bar in December 2016. I received my J.D. from Trinity Law School and B.A. from California State University of Fullerton. Since graduating from law school, I have dedicated virtually my entire career on the practice of employment law. I have practiced employment law from both the plaintiff's side and defense side. Throughout the course of this litigation, I have spent approximately 38 hours on this matter. My unadjusted lodestar for my hours spent on this case amounts to approximately $44,726.00 (38 x $1,177.00 = $44,726.00).

Given my experience and the focus of my practice, if I were to charge for my type of work by the hour, my rate would be $1,177.00 per hour. A $1,177.00 rate is warranted based on my years of experience in a highly specialized area of law and is in line with the Laffey Matrix (10 years out of law school, adjusted Laffey Matrix rate of $924.55).

29. I have also reviewed the files and billable records for Svetlana Hovhannisyan. Svetlana Hovhannisyan is an Associate Attorney at D.Law, Inc. Ms. Hovhannisyan received her Bachelor of Arts in Political Science from the University of California, Berkeley in 2020, and then earned her Juris Doctorate from LMU Loyola Law School in 2024. She has been licensed to practice law in the State of California since December of 2024 and has practiced primarily in employment law wage and hour and wrongful termination litigation since her admission to the California Bar. Ms. Hovhannisyan states that she has spent approximately 65 hours on this matter. Her unadjusted lodestar for my hours spent on this case amounts to approximately $20,795.50 (65 x $559.00 = $36,335.00). Given her experience and the focus of her practice, if she were to charge for this type of work by the hour, her hourly rate would be $559.00 per hour. A $559.00 rate is warranted based on her years of experience in a highly specialized area of law and is in line with the Laffey Matrix (2 years out of law school, adjusted Laffey Matrix rate of $520.70).

30. I have also reviewed the files and billable records for former Associate Attorney Kevin Burns. Mr. Burns received his dual bachelor's degree in economics and public policy from University of North Carolina, Chapel Hill in 2018 and his Juris Doctor degree from Loyola Law School, Los Angeles in 2023. During law school, he served as staff editor for the *Loyola of Los Angeles Law Review*, President of the Loyola Sports Law Association, and Vice President during Loyola's first year of partnership with Parents, Educators/Teachers, and Students in Action (PESA). Since law school he has devoted his practice exclusively to wage and hour employment matters, including class actions and PAGA actions. Mr. Burns was admitted to the California State Bar in December 2023. Throughout the course of this litigation, Kevin Burns estimated he spent at least 3 hours litigating this matter. Accordingly, Mr. Burns' unadjusted lodestar in this matter is $559.00 (3 x $559.00 = $1,677.00). If Mr. Burns were to charge a rate for this type of work by the hour, given his experience and the focus of his practice, his current hourly rate would

be $559.00. A $559.00 rate is warranted based on Mr. Burns' experience in a highly specialized area of law and is in line with the Laffey Matrix (3 years out of law school, adjusted Laffey Matrix rate of $520.70).

31. Additionally, I have reviewed the files for David Arakelyan. Associate Attorney David Arakelyan received his Bachelor of Arts in political science from the University of California, Los Angeles, in 2009. Mr. Arakelyan then earned his Juris Doctorate from the University of California, Los Angeles in May of 2020. Upon graduating from law school, he has primarily focused my practice on representing employees in wage-and-hour class actions. Mr. Arakelyan has worked on multiple cases that have resulted in favorable settlements for the employee Class Members and Aggrieved Employees he has represented. Throughout the course of this litigation, attorney David Arakelyn estimates he has spent at least 1.3 hours litigating this matter. Accordingly, Mr. Arakelyan's unadjusted lodestar in this matter is $975.00 (1.3 x $750.00 = $975.00). If Mr. Arakelyan were to charge a rate for this type of work by the hour, given his experience and the focus of his practice, his current hourly rate would be $750.00 per hour, which is in line with the Laffey Matrix (6 years out of law school, adjusted Laffey Matrix rate of $640.63).

32. Additionally, I have reviewed the files for former Associate Attorney Hrag Alexanian. Mr. Alexanian was admitted to the California State Bar in 2021. Consistent with hourly billing rates for attorneys with Mr. Alexanian's experience, his hourly billing rate would be $750.00 per hour. Throughout the course of this litigation, Mr. Alexanian estimates he has spent at least 12 hours litigating this matter. Accordingly, Mr. Alexanian's lodestar in this matter is $9,000.00 (12 hours x $750.00 = $9,000.00). If Mr. Alexanian were to charge a rate for this type of work by the hour, given his experience, his current hourly rate would be $750.00 per hour, which is in line with the Laffey Matrix (6 years out of law school, adjusted Laffey Matrix rate of $640.63).

33. Additionally, I have reviewed the files for former Associate Attorney Pola Bernabe. Pola Bernabe earned her J.D. from UC Law San Francisco (formerly Hastings College of the Law) in 2022, where she was recognized with a CALI Award for Legal Research and

Writing and actively contributed to the Hastings Journal on Gender and the Law. Her dedication to her clients, combined with her litigation experience and strategic insight, make her a valuable advocate in employment law matters. Consistent with hourly billing rates for attorneys with Ms. Bernabe's experience, her hourly billing rate is $650.00 per hour. Throughout the course of this litigation, Ms. Bernabe estimates she has spent at least 1.4 hours litigating this matter. Accordingly, Ms. Bernabe's lodestar in this matter is $910.00 (1.4 hours x $650.00 = $910.00). If Ms. Bernabe were to charge a rate for this type of work by the hour, given her experience and the focus of her practice, her current hourly rate would be $650.00 per hour, which is in line with the Laffey Matrix (4 years out of law school, adjusted Laffey Matrix rate of $640.63).

34. Additionally, I have reviewed the files for Antonia Bliznets (formerly McKee). Associate Attorney Antonia Bliznets received her bachelor's degree from the University of California, Davis in 2020, and her Juris Doctorate degree from Southwestern Law School, accelerated SCALE program, in 2021. Since starting her professional career, she has focused on plaintiff's side employment law and has been appointed as class and PAGA counsel in other wage and hour settlements in California state court. Throughout the course of this litigation, Antonia Bliznets estimates she has spent at least 2.2 hours litigating this matter. Accordingly, Ms. Bliznets' lodestar in this matter is $1,513.60 (2.2 x $688.00 = $1,513.60). If Ms. Bliznets were to charge a rate for this type of work by the hour, given her experience and the focus of her practice, her current hourly rate would be $688.00, which is in line with the Laffey Matrix (5 years out of law school, adjusted Laffey Matrix rate of $640.63).

35. Additionally, I have reviewed the files for David Yeremian. Managing Partner David Yeremian graduated from UC Berkeley in 1997 and received his law degree and MBA from UCLA in 2001. He is a member of the Los Angeles County Bar Association and the California Employment Lawyers Association. He has been honored as a Super Lawyers Rising Star in 2009, 2010, 2012-2015. He has been named and honored as a Super Lawyer since 2016. In addition to the present case, he is also class or PAGA counsel for other wage-and-hour class-action lawsuits pending in various counties throughout California (including in federal courts). The following is a list of some of his class-action settlements that have received preliminary or

final approval: *Galavis v. Patina Restaurant Group, LLC* (LASC BC375225; class size approx. 10,000; co-counsel); *Milford v. ADT Security Services, Inc.* (CACD CV08-2236; class size approx. 2,000; lead counsel); *Carreon v. Wolfgang Puck Catering and Events, LLC* (LASC BC398569; class size approx. 1,400; lead counsel); *Fluke v. RFG Oil, Inc.* (LASC BC403354; class size approx. 1,400; lead counsel); *Urena v. Camachos Restaurant* (LASC BC365913; class size approx. 887; lead counsel); *Smith v. Rio Rancho Pontiac GMC Buick Inc.* (LASC BC391187; class size approx. 860; lead counsel); *Callela v. Dolce Group* (LASC BC364711; class size approx. 600; lead counsel); *Vasquez v. The Hollywood Pig n Whistle LP* (LASC BC335075; class size approx. 600; lead counsel); *Goldman v. Aorta Restaurant Operating LP* (LASC BC379688; class size approx. 300; lead counsel); *Sink-Crilly v. Centex Homes* (CACD CV09-2476; class size approx. 250; lead counsel); *Utley v. Cranbrook Partners Inc.* (LASC BC392813; class size approx. 200; lead counsel); *Garcia v. California Credits Group* (LASC BC353213; class size approx. 160; lead counsel); *Afanasyev v. Miller Infiniti, Inc.* (LASC BC350788; class size approx. 160; lead counsel); *Morris v. Gymboree, Inc.* (LASC BC393270; class size approx. 150; lead counsel); *Ortega v. AJC Sandblasting, Inc.* (LASC BC378806; class size approx. 140; lead counsel); *Lulejyan v. Jim Falk Motors of Beverly Hills, Inc.* (LASC BC398459; class size approx. 72; lead counsel); *Rylko v. The Griddle Café, Inc.* (LASC BC386126; class size approx. 70; lead counsel); *Healy v. Siemens IT Solutions and Services, Inc.* (Santa Clara Superior Court 108CV113479; class size approx. 60; lead counsel). Throughout the course of this litigation, attorney David Yeremian estimates he has spent at least 13 hours litigating this matter. Accordingly, Mr. Yeremian's lodestar in this matter is $20,176.00 (13 x $1,552.00 = $20,176.00). If Mr. Yeremian were to charge a rate for this type of work by the hour, given his experience and the focus of his practice, his current hourly rate would be $1,552.00 per hour. A $1,552.00 rate is warranted based on Mr. Yeremian's years of experience in a highly specialized area of law and his position as managing partner and is in line with rates suggested by the Laffey Matrix (25 years out of law school, adjusted Laffey Matrix of $1,257.68.)

36. I have also reviewed the files and billable records for paralegal Katheryn Perez. Ms. Perez graduated in 2023 from the University of California, Los Angeles with a degree in

Political Science. Since joining D.Law, Inc. Ms. Perez has worked exclusively on wage and hour matters class and representative action cases. In November 2025, managing partner David Yeremian of D.Law attested to Ms. Perez' paralegal qualifications, under Business & Professions Code section 6450(c)(3), affirming her capabilities handling paralegal tasks. Throughout the course of this litigation, Ms. Perez estimates she has spent at least 4.3 hours litigating this matter. Accordingly, Ms. Perez' unadjusted lodestar in this matter is $1,191.10 (4.3 x $277.00 = $1,191.10). If Ms. Perez were to charge a rate for this type of work by the hour, given her experience, her current hourly rate would be $277.00. A $277.00 rate is warranted based on Ms. Perez' experience and specialization in employment law and is in line with the Laffey Matrix (adjusted Laffey Matrix rate of $283.93).

37. I have also reviewed the files and billable hours for paralegal Jordan Floyd. Ms. Floyd graduated from California State University of Northridge in 2019, earning a Bachelor of Science in Business Law. Since then, Ms. Floyd has provided support in civil litigation working in both personal injury cases as well as wage and hour matters in class/representative action cases. In October of 2025, a managing attorney of D.Law attested to Ms. Floyd's paralegal & Professions qualifications, under Business Code section 6450(c)(3), declaring that they have witnessed her understanding of the knowledge and skills needed to complete paralegal tasks. Throughout the duration of this litigation, Ms. Floyd estimates that she has spent at least 3.9 hours litigation this matter. Accordingly, Ms. Floyd's unadjusted lodestar in this matter is $1,080.30 (3.9 x $277.00 = $1,080.30). If Ms. Floyd were to charge a rate for this type of work by the hour, given her experience, her current hourly rate would be $277.00. A $277.00 rate is warranted based on Ms. Floyd's experience and specialization in employment law and is in line with the Laffey Matrix (adjusted Laffey Matrix rate of $283.93)

38. I have also reviewed the files and billable records for certified paralegal Janet Linares. Janet Linares graduated from California State University, Northridge with a Bachelor of Science, Business Administration with a focus in Business Law and a minor in Finance. She began her legal career in 2022, in immigration matters as a legal assistant/secretary. In August of 2025, she completed the UCLA – Extension's Paralegal Training Program. In November 2025,

managing partner of D.Law, Inc. David Yeremian certified her experience as a paralegal under Business & Profession Code section 6450(c)(3). Throughout the course of this litigation, Ms. Linares estimates he has spent at least 17.2 hours litigating this matter. Accordingly, Ms. Linares' lodestar in this matter is $4,709.00 (17.2 x $277.00 = $4,709.00). If Ms. Linares were to charge a rate for this type of work by the hour, given her experience, her current hourly rate would be $277.00. A $277.00 rate is warranted based on Ms. Linares' experience and specialization in employment law, and is in line with the Laffey Matrix (adjusted Laffey Matrix rate of $283.93).

39. I have also reviewed the files and billable records for certified paralegal Brent Insua. Brent Insua graduated from University of California, Santa Cruz in 2023 with a bachelor's degree in politics. In 2024, Mr. Insua graduated from the University of California, Los Angeles, Paralegal Training Program meeting the requirements of Business & Profession Code section 6450(c)(1). In January 2025, Mr. Insua joined D.Law, Inc. as a Litigation Paralegal, focusing exclusively on wage and hour class action and representative cases. Throughout the course of this litigation, Mr. Insua estimates he has spent at least 3 hours litigating this matter. Accordingly, Mr. Insua's lodestar in this matter is $831.00 (3 x $277.00 = $831.00). If Mr. Insua were to charge a rate for this type of work by the hour, given his experience, his current hourly rate would be $277.00. A $277.00 rate is warranted based on Mr. Insua's experience and specialization in employment law and is within the range suggested by the Laffey Matrix (adjusted Laffey Matrix rate of $283.93).

40. Akiko Anna Iwata earned her baccalaureate degree from Loyola Marymount University with a double-major in International Relations and Sociology, and a minor in Asian and Pacific Studies. She began her legal career in 2022, in real estate matters as a legal assistant, and continued to work in Lemon Law as an attorney's assistant and then Paralegal in 2024. She completed a year of full-time paralegal experience and gained the requisite skills to earn her paralegal declaration in 2025. Throughout the course of this litigation, Ms. Iwata estimates she has spent at least 1.1 hours litigating this matter. Accordingly, Ms. Iwata's lodestar in this matter is $304.70 (1.1 x $277.00 = $304.70). If Ms. Iwata were to charge a rate for this type of work by the hour, given her experience, her current hourly rate would be $277.00. A $277.00 rate is

warranted based on Ms. Iwata's experience and specialization in employment law, and is in line with the Laffey Matrix (adjusted Laffey Matrix rate of $283.93)

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

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

Attorney/Firm	Total Hours	Total Billables	Costs
David Yeremian, Esq. (D.LAW)	13	$20,176.00	
David Keledjian, Esq. (D.LAW)	38	$44,726.00	
Svetlana Hovhannisyan, Esq. (D.LAW)	65	$36,335.00	
David Arakelyan, Esq. (D.LAW)	1.3	$975.00	
Pola Bernabe, Esq. (D.LAW)	1.4	$910.00	
Kevin Burns, Esq. (D.LAW)	3	$1,677.00	
Antonia Bliznets, Esq. (D.LAW)	2.2	$1,513.60	
Hrag Alexanian, Esq. (D.LAW)	12	$9,000.00	
Silvia Pimentel (D.LAW)	.1	$27.70	
Katheryn Perez (D.LAW)	4.3	$1,191.00	
Jordan Floyd (D.LAW)	3.9	$1,080.30	
Janet Linares (D.LAW)	17.2	$4,764.40	
Brent Insua (D.LAW)	3	$831.00	
Anna Iwata (D.LAW)	1.1	$304.70	
Totals:	**165.5**	**$123,511.70**	**$20,632.74**

42. In the present case, Class Counsel and its legal support staff will have worked a total of 165.5 hours on this case, with a lodestar of approximately $123,511.70. All of Class Counsel's hours were reasonable, necessary and related to this litigation. Class Counsel requests

a fee of $250,000.00, which requires a reasonable multiplier of 2 ($250,000.00 divided by $123,511.70). The efficiency with which settlement was reached, the excellent results and quality of the settlement, and the contingent risk support the reasonableness of Class Counsel's fee request.

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

44. This case was not straightforward. Class Counsel had to spend time researching and analyzing each of these claims and issues in order to adequately assess the liability of Defendant. Class Counsel then had to develop the evidence necessary through informal discovery to establish Defendant's liability. This was done through carefully sifting through hundreds of pages of documents. Class Counsel have devoted a substantial amount of time on this case, including but not limited to researching various legal issues prior to and after filing this Action; drafting and reviewing pleadings; conducting informal discovery; meeting and conferring with defense counsel; preparing for class certification; reviewing and analyzing the documents produced by Defendant; regularly communicating with Plaintiff; preparing for and attending mediation; negotiating and finalizing the Settlement Agreement, including several revisions thereof; drafting documents for preliminary and final approval, including documents for the administration of the Settlement; and coordinating and overseeing the administration of the Settlement.

45. In sum, Class Counsel had to come up with creative approaches to these issues in litigating the case and, ultimately, negotiating and crafting the Settlement. To this end, Class Counsel has devoted a tremendous amount of time and energy. As shown in the table in Paragraph 41 above, Class Counsel have spent a substantial number of hours working on this case. This time commitment was necessary in order to research, construct and prosecute viable legal claims in the face of stiff opposition, but it has come at a cost. In particular, the time Class Counsel have devoted to this case has prevented them from investing that time in other cases that might have

settled during the pendency of this litigation and yielded significant attorneys' fees. Despite these considerations, Class Counsel zealously represented Plaintiff and the Class and have obtained a favorable result.

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

47. Moreover, the requested 2 lodestar multiplier is consistent with the factors recognized by California courts in determining whether an enhancement is appropriate. (*Laffitte v. Robert Half International Inc.* (2016) 1 Cal.5th 480, 503 [when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable power awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created]; *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132 [[t]he purpose of a fee enhancement, or so-called multiplier, for contingent risk is to bring the financial incentives for attorneys enforcing important constitutional rights . . . into line with incentives they have to undertake claims for which they are paid on a fee-for-services basis]; *Wershba v. Apple Computer, Inc*., 91 Cal.App.4th 224, 255 (2001) ["[m]ultipliers can range from 2 to 4, or even higher."])

48. Throughout the litigation, Class Counsel prosecuted this Action on a purely contingent basis, advancing all attorney time and litigation costs with no guarantee of recovery. Counsel assumed the substantial risk that the Action could result in no recovery due to the factual

and legal uncertainties inherent in class and representative wage and hour litigation, including risks associated with class certification, liability, damages, and continued litigation through trial and any subsequent appeal.

49. The requested multiplier also reflects the skill and efficiency with which Class Counsel litigated the case and the favorable result achieved for the Settlement Class. Through diligent investigation, strategic discovery, and informed advocacy, Class Counsel secured a substantial recovery while avoiding the additional expense, delay, and uncertainty associated with continued litigation. The settlement resulted in a Gross Settlement Amount of $750,000.00, and the ***highest*** Individual Settlement Payment to a Settlement Class Member is currently estimated to be approximately $5,889.61, the ***average*** Individual Settlement Payment is currently estimated to be approximately $2,422.58, and the ***lowest*** Individual Settlement Payment is currently estimated to be approximately $12.28. (Dancy Decl. ¶ 17.) Because the un-enhanced lodestar does not adequately compensate Class Counsel for the exceptional results achieved, the contingent risk undertaken, the quality of the representation, and the significant time and effort invested in obtaining the settlement, a 2 multiplier is fair, reasonable, and well within the range of multipliers routinely approved by California courts in comparable class action settlements.

50. Further, Class Multipliers routinely range from 3 to 5, and it is not uncommon that multipliers of between 5 and 10, or higher, are applied. *See, e.g., Wilson v. Bank of Am. Natl. Trust & Savs. Assn.*, No. 643872 (Cal. Sup. Ct., Aug. 16, 1982) (multiplier of 10); *Glendora Comm. Redev. Agency v. Demeter* (1984) 155 Cal.App.3d 456, 465 (affirming multiplier of 12 and expressly rejecting the argument that fee was either exorbitant or unconscionable). The negative multiplier in this case is clearly within the reasonable range approved in lodestar crosschecks.

51. From the foregoing analysis, Class Counsel's requested attorneys' fees are fair and reasonable.

The Percentage-of-the-Benefit Comparison

52. In settlements where a definite monetized fund is created, it is appropriate for courts to evaluate the lodestar amount as a percentage of the recovery and adjust it accordingly if the lodestar differs from the range of percentage fees freely negotiated in comparable litigation.

See Lealao v. Beneficial Calif., Inc. (2000) 82 Cal.App.4th 19, 49-50.

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

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

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

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

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

57. In light of the foregoing, the fee request in an amount equal to one-third of the Gross Settlement Amount is well within the bounds that have been established by the above-cited authority. Defendant has no objection to an award of fees in the amount requested. Moreover, the Notice mailed to Class Members stated the amount of fees requested by Class Counsel; however, not a single Class Member has objected to an award of fees in the amount requested.

Costs

58. The preliminarily approved settlement calls for the payment of up to $25,000 for Class Counsel's costs. The actual total costs incurred in litigating this Action for Class Counsel are $20,632.74. Class Counsel's Cost Log is attached hereto as **Exhibit 9**. Class Counsel incurred costs including, but not limited to, filing fees (e.g. complaint, stipulation, motions), service of process, mediation fees, and attorney-service costs for court filings, all of which were necessarily and reasonably incurred to prosecute this Action and achieve a settlement that significantly benefits the Class. Thus, Class Counsel requests a reimbursement of their incurred costs in the amount of $20,632.74, with the difference of the costs allocated in the Settlement Agreement and actual costs incurred to be reverted to the Net Settlement Amount.

ENHANCEMENT AWARD TO NAMED PLAINTIFF IS REASONABLE

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

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

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

62. Plaintiff spent a significant amount of time with Class Counsel detailing his knowledge of Defendant's practices and assisting in the prosecution of this Action. He has diligently, adequately, and fairly represented Class Members and has not placed his interests above any member of the putative Class. Class Counsel believes that Plaintiff is entitled to a Class Representative Enhancement Award for the time and effort he has devoted to this case. Defendant has agreed not to oppose it. Such payments to class representatives are a common feature of settlements negotiated by Class Counsel, and trial courts routinely approve them. In light of the foregoing, Class Counsel believes the Class Representative Service Award in the amount of $5,000 to Plaintiff is fair and reasonable.

63. California trial courts routinely approve enhancement payments to class representatives in wage-and-hour class-action settlements. *See, e.g., Bennett v. Countrywide Financial Corporation* (2005) San Diego Sup. Ct. Case No. GIC840981 ($35,000); *Hogue v. WH Smith of Nevada, Inc.* (2004) San Diego Sup. Ct. Case No. GIC830653 ($20,000); *Fiez v. Brown Group Retail Inc., d.b.a. Famous Footwear* (2003) Orange County Sup. Ct. Case No. 01CC00381 ($35,000 to current employee of defendant and $20,000 to former employee); *Barry v. Cost Plus, Inc.* (2003) OCSC No. 01CC00380 ($35,000 for each named plaintiff); *Lajoie v. The Picture People, Inc.* (2003) Orange County Sup. Ct. Case No. OlCC00324 ($25,000 each for two named plaintiffs); *Franco v. Vans, Inc.* (2002) Orange County Sup. Ct. Case No. 01CC03995 ($35,000

for each named plaintiff); *Crandall v. U-Haul Corporation* (2001) Los Angeles Sup. Ct. Case No. BC 178775 ($20,000 for each named plaintiff); *Joel v. Athlete's Foot Group* (2001) Los Angeles Sup. Ct. Case No. BC 234231 ($25,000). Plaintiff's Class Representative Enhancement Award request is substantially less than the enhancements approved in these cases; therefore, it is reasonable.

LABOR CODE § 2699(l)(2) COMPLIANCE

64. In compliance with Labor Code §2699(l)(2), Plaintiff has attached the proof of service of the Settlement Agreement and Motion as **Exhibit 10**.

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

Executed this 7th day of October 2026 at Pasadena, California.



David Keledjian

EXHIBIT 1

Attorney	Total Time	Rate	Total Billable Amount
Lana Hovhannisyan	65.5	$ 559.00	$ 36,614.50
David Keledjian	38.4	$ 1,177.00	$ 45,196.80
David Yeremian	13.0	$ 1,552.00	$ 20,176.00
Hrag Alexanian	12.0	$ 750.00	$ 9,000.00
Kevin Burns	3.0	$ 610.00	$ 1,830.00
Antonia Bliznets	2.2	$ 688.00	$ 1,513.60
Pola Bernabe	1.4	$ 625.00	$ 875.00
David Arakelyan	1.3	$ 750.00	$ 975.00
Total	**136.8**		**$ 116,180.90**

Paralegal	Total Time	Rate	Total Billable Amount
Janet Linares	17.3	$ 277.00	$ 4,792.10
Katheryn Perez	4.3	$ 277.00	$ 1,191.10
Jordan Floyd	3.9	$ 277.00	$ 1,080.30
Brent Insua	3.0	$ 332.00	$ 996.00
Anna Iwata	1.1	$ 332.00	$ 365.20
Silvia Pimentel	0.1	$ 457.00	$ 45.70
Total	**29.7**		**$ 8,470.40**

Grand Total	Total Time		Total Billable Amount
Attorneys	136.8		$ 116,180.90
Paralegals	29.7		$ 8,470.40
Total	**166.5**		**$ 124,651.30**

Attorney/Paralegal	Entry Date	Duration	Court Billing Description
David Yeremian	3/17/2023	6.5	Attend mediation
David Yeremian	3/17/2023	2.3	Review data and documents in advance of mediation
David Yeremian	3/17/2023	1.5	Review mediation brief and damage model
David Yeremian	10/10/2023	2.1	Review intake summary and client docs. Confer w/ staff re: retainer and file opening docs.
Katheryn Perez	10/12/2023	0.1	Upload addtl document that was sent by the client.
Katheryn Perez	10/12/2023	2.2	Opened case on Neos and uploaded all sharepoint documents. Emailed an attachment of general auth, class rep duties, summary of issues and retainer to DY, Sil and Lauren.
David Yeremian	10/12/2023	0.5	Assign case to litigation team. Confer w/ same re: claims
David Yeremian	10/12/2023	0.1	Review email and attachments from staff re: file opening
Kevin Burns	10/24/2023	0.9	Research
Kevin Burns	11/1/2023	0.5	Communicate (with client) for WT intake call
Kevin Burns	11/9/2023	1.2	Drafted complaint
David Keledjian	11/12/2023	4.1	Review file and all docs for claims and theories of liability
David Keledjian	11/13/2023	0.8	Review and revise PAGA Letter.
David Keledjian	11/13/2023	1.9	Review and Revise Complaint
Kevin Burns	11/14/2023	0.3	Completed class complaint, drafted PAGA letter
Silvia Pimentel	11/21/2023	0.1	File upload
Kevin Burns	1/5/2024	0.1	Spoke with client about [redacted]
Jordan Floyd	1/9/2024	1.9	Draft/revise re file and serve Complaint, Summons, and Civil Case Cover Sheet.
Hrag Alexanian	1/19/2024	0.5	Review/analyze complaint is good for filing along with drafting email to respond to OC
David Keledjian	1/22/2024	0.7	Final review of Complaint, PAGA Letter, and initial filings.
Jordan Floyd	1/23/2024	0.6	Document/File Management re file summons and complaint.
Katheryn Perez	2/6/2024	0.3	Calendar dates for CMC, CMC Statement due and deadline for def to file responsive pleading per the court ntc we received 01.23.24. Uploaded conformed copies of S&C to neos.
Hrag Alexanian	2/21/2024	0.1	check dates of service
Hrag Alexanian	2/22/2024	0.4	Draft email to new OC explaining situation and where case stands
Hrag Alexanian	2/23/2024	0.3	Update Files
Hrag Alexanian	3/1/2024	1.8	Draft/revise FAC
Hrag Alexanian	3/4/2024	0.4	Draft/revise finalize FAC complaint to be ready to file next week
David Keledjian	3/5/2024	0.9	Review and revise FAC.
Jordan Floyd	3/12/2024	0.2	Document/File Management re retrieve and upload conformed copies of proofs of service.
Jordan Floyd	3/14/2024	0.1	Communicate (other outside counsel) re electronically serve First Amended complaint to opposing counsel.
Jordan Floyd	3/14/2024	0.6	Draft/revise re prepare and file First Amended Complaint.
Hrag Alexanian	3/15/2024	0.1	Review/analyze and update case files
Hrag Alexanian	3/19/2024	0.1	Communicate (in firm) and update case file
Hrag Alexanian	3/25/2024	0.1	Review/analyze update case file/calendar
Hrag Alexanian	3/27/2024	0.2	Communicate (other outside counsel) regarding starting mediation discussions
David Arakelyan	3/27/2024	0.1	Forward OC email to the assigned attorney; look up case assignment
Hrag Alexanian	3/29/2024	0.2	Review/analyze and update case file
Hrag Alexanian	4/3/2024	0.1	Communicate (other outside counsel) re: potential mediators
Hrag Alexanian	4/8/2024	0.1	Communicate (other outside counsel) discussing potential mediators/dates with OC
Hrag Alexanian	4/8/2024	0.1	Communicate (in firm) regarding mediation person
Hrag Alexanian	4/8/2024	0.2	Manage data/files update case files
Hrag Alexanian	4/15/2024	0.1	Manage data/files and update case files

Attorney/Paralegal	Entry Date	Duration	Court Billing Description
Hrag Alexanian	4/16/2024	0.1	Communicate (other outside counsel) re: mediation dates
Hrag Alexanian	4/26/2024	0.2	Communicate (other outside counsel) trying to find mediaiton date with McKelvey
Hrag Alexanian	4/26/2024	0.4	Manage data/files update case files
Hrag Alexanian	4/30/2024	0.1	Communicate (other outside counsel) confirming mediation date
Hrag Alexanian	5/6/2024	0.1	Communicate (other outside counsel) follow up to see if mediation scheduled
Hrag Alexanian	5/6/2024	0.2	Manage data/files update case files
Hrag Alexanian	5/7/2024	0.3	Communicate (other outside counsel) trying to find a new date for mediation between the parties and other mediators
Hrag Alexanian	5/13/2024	1.0	Draft/revise - update case file, m&c with oc; draft and file CMS
Hrag Alexanian	5/14/2024	0.2	Communicate (other external) send out correspondence to OC and McKelvey case manager for early december mediation dates
Hrag Alexanian	5/20/2024	0.5	Draft/revise mediation data request to send to OC
Hrag Alexanian	5/20/2024	0.1	Communicate (other outside counsel) re: December mediation dates
David Keledjian	5/20/2024	0.4	Review and revise Mediation Data Request.
Hrag Alexanian	5/21/2024	0.7	Review/analyze response from OC regarding mediation data request and follow up on potential mediation dates
Hrag Alexanian	5/22/2024	0.2	Manage data/files update case files
Hrag Alexanian	5/24/2024	1.2	Review/analyze mediation data request notes and draft responses to changes
Hrag Alexanian	5/28/2024	0.6	Appear for/attend
Hrag Alexanian	5/28/2024	0.6	Plan and prepare for hearing
Hrag Alexanian	6/4/2024	0.3	Manage data/files update case files and review
Hrag Alexanian	6/5/2024	0.1	Communicate (other outside counsel) re: mediaiton dates/availability in December with McKelvey
Hrag Alexanian	6/17/2024	0.3	Communicate (other outside counsel) update on scheduling mediation
Katheryn Perez	7/10/2024	0.2	upload FAC to LWDA website and update excel sheet.
Pola Bernabe	7/23/2024	0.2	reviewed file to update case status sheet re case info and upcoming deadlines and hearings; confirmed last CMC was continued to 9/16/2024 because parties scheduled mediation
Pola Bernabe	7/25/2024	0.1	emailed OC to introduce myself, let OC know that we want to use Todd Smith for mediation, and provided all March dates that DK is available for mediation -- all of the dates Smith had available: March 10, 12, 14, 19, 20, 21, 24, 26, 27, 31
Pola Bernabe	7/25/2024	0.1	discussed current status of case with DK - that we're trying to set mediation date; DK forward OC's last email to me and said to let OC know that we want to use Todd Smith, and to provide all March dates that DK is available for
Pola Bernabe	7/30/2024	0.1	reviewed email and updated case status sheet to monitor case activity and prep for case review meeting with DK
Pola Bernabe	7/31/2024	0.1	discussed current case status with DK - my last email to OC re availability for mediation in March. DK said to follow up with OC about availability because dates will fill up quickly.
Pola Bernabe	8/1/2024	0.1	***SEE NOTES FOR FULL TIME ENTRY*** responded to Dani from Todd Smith's office's email re caption for complaint and 50/50 split for mediation. Dani said they have March 19 available. I had asked whether they had March 19 or March 20 available since both p
Pola Bernabe	8/1/2024	0.1	emailed OC to followup on OC availability for mediation with Todd Smith
Katheryn Perez	8/1/2024	0.3	checked docket and upload conformed copies.
Pola Bernabe	8/8/2024	0.1	***SEE NOTES FOR FULL TIME ENTRY*** discussed current status of case with DK, asked DK how to prep for class action mediation, DK reviewed email and confirmed HA sent mediation data request to OC already on 5/24/24. DK told me to follow up with OC to make
Pola Bernabe	8/8/2024	0.1	reviewed file to update case status sheet re Stay - there is no stay in this case.

Attorney/Paralegal	Entry Date	Duration	Court Billing Description
Pola Bernabe	8/9/2024	0.1	emailed OC to follow up re mediation data request and confirm we're on track for pre-mediation deadline
Pola Bernabe	8/9/2024	0.1	reviewed HA's previous communications with OC re mediation data request
Pola Bernabe	8/14/2024	0.1	reviewed email to update case status sheet with recent case activity to prep for case review meeting with DK - last email to OC was 8/9, still no response
Katheryn Perez	8/22/2024	1.0	prepare ntc of disassociation of HA and file through RL
Katheryn Perez	8/26/2024	0.1	Upload conformed copy
Pola Bernabe	8/27/2024	0.1	emailed OC re updating service list to include Rose instead of me
Katheryn Perez	10/7/2024	0.1	Upload conformed copy.
Lana Hovhannisyan	10/29/2024	0.5	Update status sheet
Lana Hovhannisyan	11/1/2024	0.9	Drafted Pre-Mediation Data Request Letter
Lana Hovhannisyan	11/15/2024	0.2	Send email to opposing counsel with pre-mediation data request letter
Lana Hovhannisyan	11/22/2024	0.3	Email opposing counsel pre-mediation data request to make sure their office received it
Lana Hovhannisyan	1/6/2025	0.1	Created calendar entry to follow up with opposing counsel
Lana Hovhannisyan	1/6/2025	0.1	Checked if we received a response to emails; No Response
Lana Hovhannisyan	1/28/2025	0.1	Discuss case and strategize with David Keledjian
Lana Hovhannisyan	1/29/2025	0.1	Send email to OC Re: Checking on the data request
Lana Hovhannisyan	1/29/2025	0.1	Review mediation invoice for deadline to cancel and ask Jordan to calendar
Lana Hovhannisyan	2/5/2025	0.1	Send email to OC re: pre-mediation data request
Lana Hovhannisyan	2/10/2025	0.1	Review file and strategize with David K.
Lana Hovhannisyan	2/10/2025	0.1	Email opposing counsel re: mediation data
Lana Hovhannisyan	2/10/2025	0.2	Review mediation data we received
Brent Insua	2/11/2025	0.2	Verifiying whether all calendared events are up to date in Neos. Verified all Calendared Events are correct and up to date.
Lana Hovhannisyan	2/12/2025	0.3	Email Nick Hutchings re: mediation data analysis
Lana Hovhannisyan	2/12/2025	0.3	Review premediation data and discuss with DK
Lana Hovhannisyan	2/14/2025	0.1	Email Berger Consulting re: mediation data analysis
Lana Hovhannisyan	2/18/2025	0.1	Email Todd Smith re: mediation cancellation extension
Lana Hovhannisyan	2/18/2025	0.1	Confirm scope of mediation with David A.
Lana Hovhannisyan	2/18/2025	0.2	Discuss mediation data and sampling with David A.
Lana Hovhannisyan	2/18/2025	0.4	Confer with David A. and David K. re: mediation data; Send email to Todd Smith re: extending cancellation deadline
Lana Hovhannisyan	2/18/2025	0.3	Review policies produced by deft; Email opposing counsel re: handbook they produced
David Arakelyan	2/18/2025	0.1	Confirm scope of mediation with Lana
David Arakelyan	2/18/2025	0.3	Discussion with Lana H. re: sampling and mediation issues
Lana Hovhannisyan	2/19/2025	0.1	Review handbook sent by opposing counsel
Lana Hovhannisyan	2/20/2025	0.3	Review case with David K.; Discuss mediation brief with David K.
Lana Hovhannisyan	2/20/2025	0.1	Email expert re: mediation data analysis report
Lana Hovhannisyan	2/21/2025	0.1	Review email from expert and respond re: timeline to conduct analysis
Lana Hovhannisyan	2/21/2025	0.3	Review new handbook sent by opposing counsel; Respond to opposing counsel email
Lana Hovhannisyan	2/24/2025	0.1	Email mediator re: defendant data received
Lana Hovhannisyan	2/25/2025	0.1	email opposing counsel re: policies provided
Lana Hovhannisyan	3/6/2025	0.1	Emailed Berger re: Mediation Data Analysis
Lana Hovhannisyan	3/7/2025	1.3	Review mediation data and draft mediation brief; Confer with David K.
Lana Hovhannisyan	3/7/2025	0.3	Review mediation documents with David A.
Lana Hovhannisyan	3/7/2025	1.0	pre-mediation call with client
Lana Hovhannisyan	3/7/2025	0.3	Discuss mediation brief with David A.
Lana Hovhannisyan	3/7/2025	0.1	Review mediation data analysis
David Arakelyan	3/7/2025	0.3	Review mediation docs with Lana
David Arakelyan	3/7/2025	0.3	Conversation with Lana re: mediation brief

Attorney/Paralegal	Entry Date	Duration	Court Billing Description
Lana Hovhannisyan	3/10/2025	2.1	Draft mediation brief; Confer with David A. re: mediation brief; Spoke with client to ask necessary facts for mediation
Lana Hovhannisyan	3/10/2025	2.2	Review defendant's document production and pull documents for mediation brief
Brent Insua	3/10/2025	0.1	Fwded Email from DY to LH.
Lana Hovhannisyan	3/11/2025	0.6	Confer with David K. re: Mediation Brief
Lana Hovhannisyan	3/11/2025	3.9	Draft mediation brief
Lana Hovhannisyan	3/12/2025	0.6	Revise mediation brief
Lana Hovhannisyan	3/12/2025	0.2	Review mediation brief exhibits with David A.
David Arakelyan	3/12/2025	0.2	Discuss mediation exhibits with Lana
Lana Hovhannisyan	3/13/2025	0.8	Finalize mediation brief.
Brent Insua	3/13/2025	0.3	Emailed Todd Smith Assistant (Dani) for confirmation on mediation times and the zoom link.
Lana Hovhannisyan	3/14/2025	0.4	Research vacation accrual rate policies
David Keledjian	3/14/2025	6.2	– Review of all mediation docs and records for brief (Over 5,000 pages including timesheets, time punches, pay records, wage statements, personnel file documents, and applicable employment policies and handbooks during the class period).
Lana Hovhannisyan	3/15/2025	0.1	Review case and strategize with David K.
Lana Hovhannisyan	3/17/2025	0.1	Email mediation brief to mediator
Lana Hovhannisyan	3/17/2025	0.2	Finalize mediation brief; send to Brent I. to add Exhibits
Lana Hovhannisyan	3/17/2025	0.5	Draft MOU ahead of mediation
David Keledjian	3/17/2025	3.3	Review and revise mediation brief and exhibits.
Brent Insua	3/17/2025	0.1	Updated Mediation login information.
Antonia Bliznets	3/17/2025	1.0	Reviewing file for MOU, pre-drafting MOU
David Keledjian	3/18/2025	2.6	Prep. for Mediation (Review of File, Brief, Damage Analysis, etc.)
Lana Hovhannisyan	3/19/2025	3.3	Mediation with Todd Smith
David Keledjian	3/19/2025	7.9	Attend Mediation.
Antonia Bliznets	3/19/2025	0.2	Conferring with LH re: MOU
Lana Hovhannisyan	3/20/2025	1.2	Draft Long Form Settlement Agreement
Lana Hovhannisyan	3/20/2025	0.2	Confer with David K. re: filing of CMS; Email OC re: CMC
Lana Hovhannisyan	3/20/2025	0.1	Email MOU to opposing counsel
David Keledjian	3/20/2025	0.7	Review and revise MOU
Brent Insua	3/20/2025	0.1	Fixed Calendar error re CMS Deadline.
Brent Insua	3/20/2025	0.3	Compiled Cost Report. Uploaded to Dropbox.
Brent Insua	3/20/2025	0.4	Uploaded RL Invoices and Costs to Date.
Lana Hovhannisyan	3/21/2025	0.1	Email opposing counsel re: MOU
Lana Hovhannisyan	3/21/2025	0.6	Revise long form settlement agreement and MOU
Lana Hovhannisyan	3/21/2025	0.5	Draft joint status report re: FSC and send to opposing counsel
Brent Insua	3/21/2025	0.7	Filed CMS via RL. Served via RL.
Brent Insua	3/24/2025	0.1	Uploaded Conformed Copy of Joint CMS Report.
Lana Hovhannisyan	3/25/2025	0.2	Add mediation data to file
Lana Hovhannisyan	3/25/2025	0.1	Discuss execution of MOU with David K.
Lana Hovhannisyan	3/25/2025	0.1	Rcv and review signed MOU
Lana Hovhannisyan	3/25/2025	0.1	Spoke with client re: MOU
Lana Hovhannisyan	3/25/2025	0.1	Email opposing counsel re: MOU signature
Jordan Floyd	3/25/2025	0.4	Other re send MOU to client and update mediation note.
Lana Hovhannisyan	3/26/2025	0.2	Enter mediation data
Lana Hovhannisyan	3/26/2025	0.2	Review MOU and send fully executed version to OC
Brent Insua	3/26/2025	0.1	Uploaded Fully Executed MOU. Added MOU Sign Date to mediation tab.
Brent Insua	3/28/2025	0.1	Added DK TO APPEAR on 4/7 Post-Mediation Conference.
Brent Insua	4/2/2025	0.2	Set up Telephonic Remote Appearance for CMC 4.7.25
Brent Insua	4/4/2025	0.1	Updated State Court and LWDA details. Uploaded OC info.

Attorney/Paralegal	Entry Date	Duration	Court Billing Description
Lana Hovhannisyan	4/8/2025	0.2	Email class action administration companies re: quote for settlement administration
Lana Hovhannisyan	4/10/2025	0.1	Discuss settlement approval date with David K.
Lana Hovhannisyan	4/11/2025	0.1	review and respond to email from phoenix administration
Lana Hovhannisyan	4/11/2025	0.1	review notice of ruling and past notice of CMC for dates re: joint report
Lana Hovhannisyan	4/11/2025	0.1	Assign task to request hearing date for settlement approval
Lana Hovhannisyan	4/11/2025	0.1	Review settlement administration quotes and followup with Phoenix re: settlement admin
Brent Insua	4/11/2025	0.1	Calendared CMC and Joint Report deadline. Uploaded Simpluris Proposal re Settlement Admin. Quote.
Lana Hovhannisyan	4/25/2025	0.1	Speak with client re: settlement progress
David Keledjian	5/1/2025	2.4	Review and revise Long Form Agreement.
Lana Hovhannisyan	5/2/2025	0.1	Review settlement agreement
Lana Hovhannisyan	5/2/2025	0.1	email class aciton administration company
Lana Hovhannisyan	5/2/2025	0.2	Revise settlement agreement and send to OC
Brent Insua	5/7/2025	0.1	uploaded expert costs.
Lana Hovhannisyan	5/15/2025	0.1	Discuss settlement with David K.
Lana Hovhannisyan	5/20/2025	0.1	Email OC re: settlement agreement
Lana Hovhannisyan	5/22/2025	0.1	Email opposing counsel re edits to settlement agreement
Lana Hovhannisyan	6/18/2025	0.1	Confer with David K. and strategize re: responding to email regarding long-form settlement
Lana Hovhannisyan	6/20/2025	0.1	Review file to see if costs have been drafted, assigned task for costs
Anna Iwata	6/23/2025	1.1	Finalized formatting for Cost Report
David Keledjian	6/25/2025	0.8	Final review and revisions of Long Form Agreement.
Lana Hovhannisyan	6/26/2025	0.1	email OC re: long form settlement agreement
Lana Hovhannisyan	7/8/2025	0.1	email opposing counsel regarding update on settlement agreement
Lana Hovhannisyan	7/9/2025	0.1	Review matter for case status update including a review of court docket, emails, and calendar.
Lana Hovhannisyan	7/9/2025	0.1	Email settlement administrators responding to emails with Spanish translation quotes
Lana Hovhannisyan	7/9/2025	0.1	Review and save new settlement administration quotes with Spanish translation
Lana Hovhannisyan	7/9/2025	0.1	Email opposing counsel re requested updated quotes
Lana Hovhannisyan	7/9/2025	0.2	Email settlement administrators for updated quotes that include a Spanish translation
Lana Hovhannisyan	7/10/2025	0.2	update long form settlement agreement + send to opposing counsel
Lana Hovhannisyan	7/24/2025	0.1	Email opposing counsel regarding confirmation of settlement agreement finality
Lana Hovhannisyan	7/25/2025	0.1	Email opposing counsel regarding update on which administrator they are agreeable to using
Lana Hovhannisyan	7/29/2025	0.1	Email simpluris regarding administration quotes
Lana Hovhannisyan	8/4/2025	0.1	confer with settlement team regarding notice language
Lana Hovhannisyan	8/4/2025	0.1	email opposing counsel updated settlement agreement
Lana Hovhannisyan	8/4/2025	0.2	update class notice to reflect correct release language
Antonia Bliznets	8/4/2025	0.2	Internal conf. with LH re: class notice form
Lana Hovhannisyan	8/5/2025	0.1	draft joint report
Lana Hovhannisyan	8/18/2025	0.1	Review email from opposing counsel and message David K. regarding settlement agreement
Lana Hovhannisyan	8/19/2025	0.4	discuss settlement agreement with settlements team
Antonia Bliznets	8/19/2025	0.4	Internal conf. with LH re: participating class members vs class member definitions
Lana Hovhannisyan	8/20/2025	0.1	finalize joint report and email to opposing counsel
Janet Linares	8/25/2025	0.1	Upload joint report, RL invoice not ready yet

Attorney/Paralegal	Entry Date	Duration	Court Billing Description
Lana Hovhannisyan	8/26/2025	0.1	finalize settlement agreement
Lana Hovhannisyan	8/26/2025	0.2	review email from opposing counsel; find and review final copy of settlement agreement; assign for finalization to jordan
Lana Hovhannisyan	8/26/2025	0.1	email opposing counsel regarding settlement
Lana Hovhannisyan	8/26/2025	0.2	confer with David K regarding settlement
Janet Linares	8/26/2025	0.1	Upload only Joint Status Report (9.5.25) invoice due to case settling and cost log being generated
Janet Linares	8/27/2025	0.2	Add VCourt info to 9/5/25 calendar entry and uploaded invoice. Did not add to the value tab due to the cost log being completed
Lana Hovhannisyan	8/28/2025	0.1	email opposing counsel regarding call tomorrow
Lana Hovhannisyan	8/29/2025	0.1	email opposing counsel regarding administrator
Lana Hovhannisyan	8/29/2025	0.4	Prepare for call with opposing counsel; call with oc; send updated settlement agreement to opposing counsel
Lana Hovhannisyan	9/4/2025	0.1	save signed settlement
Lana Hovhannisyan	9/5/2025	1.7	draft motion for preliminary approval
Lana Hovhannisyan	9/5/2025	0.1	speak to opposing counsel re hearing
Lana Hovhannisyan	9/5/2025	0.4	prepare for and appear for hearing
Jordan Floyd	9/8/2025	0.1	Other re update case calendar.
Lana Hovhannisyan	9/11/2025	0.3	work on drafting motion for preliminary approval
Lana Hovhannisyan	9/12/2025	5.9	work on motion for preliminary approval
Antonia Bliznets	9/12/2025	0.1	Internal conf. with LH re: MPA damages analysis
Antonia Bliznets	9/12/2025	0.3	Internal conf. with LH re: damages analysis.
Lana Hovhannisyan	9/15/2025	0.8	update motion for preliminary approval
David Keledjian	9/15/2025	3.1	Review and Revise Motion for Prelim Approval and Supporting Papers
Lana Hovhannisyan	9/22/2025	0.1	review and update deadlines
Lana Hovhannisyan	10/20/2025	0.1	review and update upcoming deadlines
Lana Hovhannisyan	10/23/2025	0.2	update Gregg on status of settlement
Lana Hovhannisyan	10/29/2025	0.1	finalize joint report and assign for filing
Lana Hovhannisyan	10/29/2025	0.1	draft joint report
Lana Hovhannisyan	11/12/2025	0.1	check for MPA filing order
Janet Linares	11/12/2025	0.8	Finalize motion docs. Communicate with Lana re unable to obtain hearing reservation due to office being closed. Per LH, will file tomorrow.
Lana Hovhannisyan	11/13/2025	0.1	email opposing counsel regarding filing of MPA
Lana Hovhannisyan	11/13/2025	0.9	revise and finalize mpa
Janet Linares	11/13/2025	1.5	Pull and upload Minute Order re Case Status Review (11.14.15) and update calendar with remote appearance information accordingly. Finalize all MPA docs for filing. Submit MPA docs to PAGA website. File/Serve via Rapid Legal
Janet Linares	11/13/2025	0.1	Communicate with LH re the status of client's signature on dec. Call client to follow up on signature.
Janet Linares	11/13/2025	0.4	Call the calendar clerk's office to reserve a hearing date for MPA filing; update calendar with hearing date. Send declaration to client for signature via DocuSign.
Janet Linares	11/13/2025	0.3	Communicate with Lana re reserving motion hearing date and client declaration
Janet Linares	11/13/2025	0.1	Called client to confirm email and inform him that we will be sending his declaration over for signature shortly for today's MPA filing.
Lana Hovhannisyan	11/14/2025	0.1	update calendar with new dates of cmc
Lana Hovhannisyan	11/14/2025	0.5	try to connect to hearing
Janet Linares	11/14/2025	1.5	Pull and upload Minute Order re Case Status Review (11.14.15) and update calendar with remote appearance information accordingly. Finalize all MPA docs for filing. Submit MPA docs to PAGA website. File/Serve via Rapid Legal

Attorney/Paralegal	Entry Date	Duration	Court Billing Description
Janet Linares	11/18/2025	0.2	Upload conformed Prelim Approval docs and Joint Report. Saved invoices but did not add to value tab due to cost log being done. Check court docket for an update on the MPA [P] Order
Janet Linares	12/10/2025	0.1	Confirmed that the MPA hearing is still on the court's calendar; remote appearance information already added to the Neos calendar entry.
Janet Linares	12/16/2025	0.2	Upload the TR granting the MPA and send to DK. Update calendar with MFA hearing and filing deadline
Lana Hovhannisyan	1/13/2026	0.1	review calendar
Lana Hovhannisyan	1/13/2026	0.6	look for signed settlement agreement, send email to administrator to begin administration
Janet Linares	1/13/2026	0.1	Locate and send settlement agreement to LAna
Janet Linares	1/20/2026	0.1	Pull Minute Order re Cont Case Status Review and update calendar
Lana Hovhannisyan	1/28/2026	0.1	email administrator regarding update on administration
Lana Hovhannisyan	3/11/2026	0.1	Email administrator regarding escalator
Lana Hovhannisyan	3/23/2026	0.2	Discuss notice administration with David Keledjian; Call administrator for update on notice administration; Confer with David Keledjian regarding changing final approval hearing date.
Janet Linares	3/23/2026	0.2	Call the court clerk to see if we can get the MFA hearing moved. Confer with Lana re the same
Lana Hovhannisyan	3/24/2026	0.1	Review defendants edits to joint stipulation
Lana Hovhannisyan	3/24/2026	0.5	***SEE NOTES FOR FULL TIME ENTRY*** Confer with Senior Attorney David Keledjian regarding final approval motion; Call with opposing counsel and Senior Attorney David Keledjian on data provided to administrator; Draft and email joint stipulation to continu
Lana Hovhannisyan	3/24/2026	0.1	Email opposing counsel regarding filing stipulation to continue hearing
Janet Linares	3/24/2026	0.5	Format and finalize joint stip. Update the POS w/ caption page template and create POS to Joint Stip. Draft and finalize a notice of change of address and notice of disassociation of Emil and DY. File and serve all docs via Proceed
Janet Linares	3/24/2026	0.1	Confer with Lana re MFA filing deadline
Lana Hovhannisyan	3/26/2026	0.2	Review message from Emil; Revise settlement tracker
Lana Hovhannisyan	4/1/2026	0.1	Provide client update on settlement
Janet Linares	4/9/2026	0.2	Save conformed copies. Review signed order granting cont. of MFA hearing. Update the calendar.
Lana Hovhannisyan	4/13/2026	0.1	Review calendar and update deadlines
Lana Hovhannisyan	4/14/2026	0.2	Review emails from administrator; Email regarding administration timeline and notice
Lana Hovhannisyan	4/17/2026	0.1	Email admin regarding data
Janet Linares	4/22/2026	0.1	Read email correspondence between attorney and class administrator.
Lana Hovhannisyan	4/28/2026	0.1	Email Apex re: data
Lana Hovhannisyan	5/1/2026	0.1	Email opposing counsel regarding data discrepancies
Lana Hovhannisyan	5/7/2026	0.1	Email opposing counsel regarding settlement
Lana Hovhannisyan	5/19/2026	0.1	Email administrator re data
Lana Hovhannisyan	6/1/2026	0.1	Confer with Senior Attorney David Keledjian regarding. Email
Lana Hovhannisyan	6/1/2026	0.1	Discuss data issues with Senior Attorney David Keledjian
Lana Hovhannisyan	6/1/2026	0.1	Review email from Mike Sutherland
Lana Hovhannisyan	6/2/2026	0.2	Review settlement and discuss with Senior Attorney David Keledjian
Lana Hovhannisyan	6/2/2026	0.1	Email opposing counsel regarding call
Lana Hovhannisyan	6/3/2026	0.3	Call with opposing counsel regarding method of calculation for workweeks
Lana Hovhannisyan	6/4/2026	0.1	Email opposing counsel regarding data
Janet Linares	6/4/2026	0.3	Review court docket and add he case status review hearing to the calendar. Confer with Lana re hearing. Reserve remote appearance with VCourt.
Lana Hovhannisyan	6/5/2026	1.0	Prepare for and appear at hearing

Attorney/Paralegal	Entry Date	Duration	Court Billing Description
Janet Linares	6/5/2026	0.1	Review today's minute order, save to file, and review internal communications from Lana.
Lana Hovhannisyan	6/9/2026	0.1	Email Jill regarding discrepancies in data
Lana Hovhannisyan	6/16/2026	0.1	Discuss case with Senior Attorney David Keledjian
Lana Hovhannisyan	6/17/2026	0.1	Email Apex regarding mailing notice.
Lana Hovhannisyan	6/24/2026	0.1	Review calendar entries
Lana Hovhannisyan	6/25/2026	0.1	Review case with Senior Attorney David Keledjian
Janet Linares	6/25/2026	0.5	Confer with Lana re procedure to continue motion hearing. Draft joint stip and send to Lana for review.
Janet Linares	6/25/2026	0.2	Call the civil dept. clerk re: motion hearing.
Lana Hovhannisyan	6/29/2026	0.1	Email Admin regarding date of MFA hearing
Lana Hovhannisyan	6/29/2026	0.1	Email opposing counsel regarding joint stipulation to continue MFA hearing
Lana Hovhannisyan	6/29/2026	0.1	Review and revise joint stipulation to continue MFA hearing
Janet Linares	7/1/2026	0.2	Review clerk's rejection notice
Janet Linares	7/1/2026	0.4	Finalize the joint stip to continue MFA hearing
Lana Hovhannisyan	7/7/2026	0.1	Review order regarding MFA; Email administrator regarding new date.
Janet Linares	7/8/2026	0.2	Review the signed order granting the joint stip to continue MFA hearing. Update the calendar with new motion hearing date and its corresponding deadline.
Lana Hovhannisyan	7/13/2026	0.1	Review notice administration documents and email administrator
Lana Hovhannisyan	7/20/2026	0.2	Draft and revise joint report; email to opposing counsel
Janet Linares	7/20/2026	0.4	Review joint report and finalize for filing.
Janet Linares	7/20/2026	0.5	Confer with Svetlana Hovhannisyan re: upcoming hearing and signed order granting MFA cont. Call the clerk to confirm if the 7/30/26 hearing will still take place or if it will be removed; confer with Svetlana Hovhannisyan re the same.
Janet Linares	7/22/2026	0.2	Confirmed that the hearing is still on the court's calendar; added the remote appearance information to the calendar entry. Registered for remote appearance via VCourt and updated the costs accordingly.
Lana Hovhannisyan	7/30/2026	0.5	Appear for hearing and confer with counsel.
Janet Linares	8/6/2026	0.3	Review the signed order continuing the MFA hearing and confirm that the calendar is accurate. Review the defendant's notice of ruling and save to the file. Email correspondence with OPC re: service list. Check the court docket.
Lana Hovhannisyan	8/7/2026	0.1	Review notice of ruling regarding MFA
Janet Linares	8/25/2026	1.3	Review the case procedural history and compile all case costs in preparation for MFA filing.
Janet Linares	8/26/2026	1.2	Complete the TREO worksheet.
Lana Hovhannisyan	9/9/2026	0.1	Email costs to Apex
Janet Linares	9/9/2026	0.3	Review the court docket and review the minute order approving the motion for prelim approval. Confer with Hovik re: the same.
Janet Linares	9/9/2026	0.3	Review the cost log and account for the future proceedings. Format and finalize the cost log. Confer with Svetlana Hovhannisyan regarding the case costs and future costs.
Lana Hovhannisyan	9/23/2026	0.1	Review final status report from Apex
Janet Linares	9/24/2026	0.3	Phone call and email correspondence with the client providing a case update.
Lana Hovhannisyan	9/28/2026	1.0	Draft and revise motion for final approval
Lana Hovhannisyan	9/29/2026	1.0	Draft and revise final approval motion
Lana Hovhannisyan	9/29/2026	1.0	Draft and revise declaration for final approval
Lana Hovhannisyan	9/29/2026	0.1	Message Managing Attorney David Yeremian re: final approval motion
Lana Hovhannisyan	10/1/2026	2.5	Draft and revise motion for final approval
Lana Hovhannisyan	10/2/2026	3.5	Draft and revise final approval motion
Lana Hovhannisyan	10/7/2026	5.0	Draft and revise MFA/Final
Janet Linares	10/7/2026	0.2	Email correspondence with the client regarding the motion for final approval.
Janet Linares	10/7/2026	0.3	File and serve the motion for final approval via Proceed.

Attorney/Paralegal	Entry Date	Duration	Court Billing Description
Janet Linares	10/7/2026	0.4	Submit the motion for final approval to the LWDA website.
Janet Linares	10/7/2026	1.0	Review and revise the supporting documents for the motion for final approval. Prepare and finalize for filing.
Janet Linares	10/7/2026	1.5	Review and revise the motion for final approval. Create the TOC and TOA. Prepare and finalize for filing.
Janet Linares	10/7/2026	0.3	Confer with Associate Attorney Svetlana Hovhannisyan regarding the motion for final approval. Confirm that the costs are complete and accurate for the final approval motion.
David Keledjian	10/7/2026	2.6	Review and Revise Final Approval Papers

EXHIBIT 2

LAFFEY MATRIX

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

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

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

* ï¿½Years Out of Law Schoolï¿½ is calculated from June 1 of each year, when most law students graduate. ï¿½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ï¿½4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier ï¿½1-3" from June 1, 1996 until May 31, 1999, would move into tier ï¿½4-7" on June 1, 1999, and tier ï¿½8-10" on June 1, 2003.

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

EXHIBIT 3

JUDICIARY SALARY PLAN
Los Angeles-Long Beach, CA - Table LA
36.47% Locality Payment Included
Effective January 12, 2026

Grade	1	2	3	4	5	6	7	8	9	10
1	$30,820	$31,853	$32,878	$33,899	$34,921	$35,520	$36,534	$37,555	$37,597	$38,550
2	$34,654	$35,478	$36,627	$37,597	$38,018	$39,136	$40,253	$41,371	$42,489	$43,606
3	$37,813	$39,074	$40,335	$41,596	$42,857	$44,118	$45,379	$46,640	$47,901	$49,162
4	$42,446	$43,861	$45,277	$46,692	$48,107	$49,522	$50,937	$52,353	$53,768	$55,183
5	$47,490	$49,073	$50,656	$52,239	$53,822	$55,405	$56,989	$58,572	$60,155	$61,738
6	$52,938	$54,703	$56,467	$58,232	$59,996	$61,761	$63,525	$65,290	$67,055	$68,819
7	$58,827	$60,788	$62,749	$64,710	$66,671	$68,632	$70,593	$72,554	$74,515	$76,476
8	$65,148	$67,319	$69,491	$71,662	$73,833	$76,004	$78,175	$80,347	$82,518	$84,689
9	$71,957	$74,356	$76,755	$79,154	$81,553	$83,952	$86,351	$88,751	$91,150	$93,549
10	$79,240	$81,881	$84,521	$87,162	$89,803	$92,443	$95,084	$97,725	$100,365	$103,006
11	$87,061	$89,964	$92,866	$95,769	$98,672	$101,575	$104,477	$107,380	$110,283	$113,185
12	$104,349	$107,828	$111,306	$114,785	$118,264	$121,742	$125,221	$128,699	$132,178	$135,657
13	$124,085	$128,222	$132,358	$136,495	$140,631	$144,767	$148,904	$153,040	$157,177	$161,313
14	$146,632	$151,520	$156,408	$161,297	$166,185	$171,073	$175,962	$180,850	$185,738	$190,627
15	$172,476	$178,226	$183,975	$189,725	$195,474	$197,200 **	$197,200 **	$197,200 **	$197,200 **	$197,200 **
16	$202,284	$209,027	$209,600 *	$209,600 *	$209,600 *	$209,600 *	$209,600 *	$209,600 *	$209,600 *	$209,600 *
17	$209,600 *	$209,600 *	$209,600 *	$209,600 *	$209,600 *	$209,600 *	$209,600 *	$209,600 *	$209,600 *	$209,600 *
18	$209,600 *	$209,600 *	$209,600 *	$209,600 *	$209,600 *	$209,600 *	$209,600 *	$209,600 *	$209,600 *	$209,600 *

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

EXHIBIT 4

Salary Table 2026-LA

Incorporating the 1% General Schedule Increase and a Locality Payment of 36.47%

For the Locality Pay Area of Los Angeles-Long Beach, CA

Total Increase: 1%

Effective January 2026

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

Grade	B/O	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	B	$ 14.77	$ 15.26	$ 15.75	$ 16.24	$ 16.73	$ 17.02	$ 17.51	$ 17.99	$ 18.01	$ 18.47
	O	*22.16*	*22.89*	*23.63*	*24.36*	*25.10*	*25.53*	*26.27*	*26.99*	*27.02*	*27.71*
2	B	16.60	17.00	17.55	18.01	18.22	18.75	19.29	19.82	20.36	20.89
	O	*24.90*	*25.50*	*26.33*	*27.02*	*27.33*	*28.13*	*28.94*	*29.73*	*30.54*	*31.34*
3	B	18.12	18.72	19.33	19.93	20.54	21.14	21.74	22.35	22.95	23.56
	O	*27.18*	*28.08*	*29.00*	*29.90*	*30.81*	*31.71*	*32.61*	*33.53*	*34.43*	*35.34*
4	B	20.34	21.02	21.69	22.37	23.05	23.73	24.41	25.09	25.76	26.44
	O	*30.51*	*31.53*	*32.54*	*33.56*	*34.58*	*35.60*	*36.62*	*37.64*	*38.64*	*39.66*
5	B	22.76	23.51	24.27	25.03	25.79	26.55	27.31	28.07	28.82	29.58
	O	*34.14*	*35.27*	*36.41*	*37.55*	*38.69*	*39.83*	*40.97*	*42.11*	*43.23*	*44.37*
6	B	25.37	26.21	27.06	27.90	28.75	29.59	30.44	31.28	32.13	32.98
	O	*38.06*	*39.32*	*40.59*	*41.85*	*43.13*	*44.39*	*45.66*	*46.92*	*48.20*	*49.47*
7	B	28.19	29.13	30.07	31.01	31.95	32.89	33.83	34.76	35.70	36.64
	O	*42.29*	*43.70*	*45.11*	*46.52*	*47.93*	*49.34*	*50.75*	*52.14*	*53.55*	*54.96*
8	B	31.22	32.26	33.30	34.34	35.38	36.42	37.46	38.50	39.54	40.58
	O	*46.83*	*48.39*	*49.95*	*51.51*	*53.07*	*54.63*	*56.19*	*56.96*	*56.96*	*56.96*
9	B	34.48	35.63	36.78	37.93	39.08	40.23	41.38	42.53	43.68	44.82
	O	*51.72*	*53.45*	*55.17*	*56.90*	*56.96*	*56.96*	*56.96*	*56.96*	*56.96*	*56.96*
10	B	37.97	39.23	40.50	41.76	43.03	44.29	45.56	46.83	48.09	49.36
	O	*56.96*	*56.96*	*56.96*	*56.96*	*56.96*	*56.96*	*56.96*	*56.96*	*56.96*	*56.96*
11	B	41.72	43.11	44.50	45.89	47.28	48.67	50.06	51.45	52.84	54.23
	O	*56.96*	*56.96*	*56.96*	*56.96*	*56.96*	*56.96*	*56.96*	*56.96*	*56.96*	*56.96*
12	B	50.00	51.67	53.33	55.00	56.67	58.33	60.00	61.67	63.33	65.00
	O	*56.96*	*56.96*	*56.96*	*56.96*	*56.96*	*58.33*	*60.00*	*61.67*	*63.33*	*65.00*
13	B	59.46	61.44	63.42	65.40	67.38	69.37	71.35	73.33	75.31	77.29
	O	*59.46*	*61.44*	*63.42*	*65.40*	*67.38*	*69.37*	*71.35*	*73.33*	*75.31*	*77.29*
14	B	70.26	72.60	74.94	77.29	79.63	81.97	84.31	86.66	89.00	91.34
	O	*70.26*	*72.60*	*74.94*	*77.29*	*79.63*	*81.97*	*84.31*	*86.66*	*89.00*	*91.34*
15	B	82.64	85.40	88.15	90.91	93.66	94.49	94.49	94.49	94.49	94.49
	O	*82.64*	*85.40*	*88.15*	*90.91*	*93.66*	*94.49*	*94.49*	*94.49*	*94.49*	*94.49*

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

Applicable locations are shown on the 2026 Locality Pay Area Definitions page:
https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2026/locality-pay-area-definitions/

EXHIBIT 5

Salary Table 2026-DCB

Incorporating the 1% General Schedule Increase and a Locality Payment of 33.94%

For the Locality Pay Area of Washington-Baltimore-Arlington, DC-MD-VA-WV-PA

Total Increase: 1%

Effective January 2026

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

Grade	B/O	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	B	$ 14.49	$ 14.98	$ 15.46	$ 15.94	$ 16.42	$ 16.70	$ 17.18	$ 17.66	$ 17.68	$ 18.13
	O	*21.74*	*22.47*	*23.19*	*23.91*	*24.63*	*25.05*	*25.77*	*26.49*	*26.52*	*27.20*
2	B	16.30	16.68	17.22	17.68	17.88	18.40	18.93	19.46	19.98	20.51
	O	*24.45*	*25.02*	*25.83*	*26.52*	*26.82*	*27.60*	*28.40*	*29.19*	*29.97*	*30.77*
3	B	17.78	18.38	18.97	19.56	20.15	20.75	21.34	21.93	22.53	23.12
	O	*26.67*	*27.57*	*28.46*	*29.34*	*30.23*	*31.13*	*32.01*	*32.90*	*33.80*	*34.68*
4	B	19.96	20.63	21.29	21.96	22.62	23.29	23.95	24.62	25.29	25.95
	O	*29.94*	*30.95*	*31.94*	*32.94*	*33.93*	*34.94*	*35.93*	*36.93*	*37.94*	*38.93*
5	B	22.33	23.08	23.82	24.57	25.31	26.06	26.80	27.54	28.29	29.03
	O	*33.50*	*34.62*	*35.73*	*36.86*	*37.97*	*39.09*	*40.20*	*41.31*	*42.44*	*43.55*
6	B	24.90	25.73	26.55	27.38	28.21	29.04	29.87	30.70	31.53	32.36
	O	*37.35*	*38.60*	*39.83*	*41.07*	*42.32*	*43.56*	*44.81*	*46.05*	*47.30*	*48.54*
7	B	27.66	28.59	29.51	30.43	31.35	32.28	33.20	34.12	35.04	35.97
	O	*41.49*	*42.89*	*44.27*	*45.65*	*47.03*	*48.42*	*49.80*	*51.18*	*52.56*	*53.96*
8	B	30.64	31.66	32.68	33.70	34.72	35.74	36.76	37.78	38.81	39.83
	O	*45.96*	*47.49*	*49.02*	*50.55*	*52.08*	*53.61*	*55.14*	*55.89*	*55.89*	*55.89*
9	B	33.84	34.97	36.10	37.22	38.35	39.48	40.61	41.74	42.87	43.99
	O	*50.76*	*52.46*	*54.15*	*55.83*	*55.89*	*55.89*	*55.89*	*55.89*	*55.89*	*55.89*
10	B	37.26	38.51	39.75	40.99	42.23	43.47	44.72	45.96	47.20	48.44
	O	*55.89*	*55.89*	*55.89*	*55.89*	*55.89*	*55.89*	*55.89*	*55.89*	*55.89*	*55.89*
11	B	40.94	42.31	43.67	45.04	46.40	47.77	49.13	50.50	51.86	53.23
	O	*55.89*	*55.89*	*55.89*	*55.89*	*55.89*	*55.89*	*55.89*	*55.89*	*55.89*	*55.89*
12	B	49.07	50.71	52.34	53.98	55.62	57.25	58.89	60.52	62.16	63.80
	O	*55.89*	*55.89*	*55.89*	*55.89*	*55.89*	*57.25*	*58.89*	*60.52*	*62.16*	*63.80*
13	B	58.35	60.30	62.24	64.19	66.14	68.08	70.03	71.97	73.92	75.86
	O	*58.35*	*60.30*	*62.24*	*64.19*	*66.14*	*68.08*	*70.03*	*71.97*	*73.92*	*75.86*
14	B	68.96	71.26	73.55	75.85	78.15	80.45	82.75	85.05	87.35	89.65
	O	*68.96*	*71.26*	*73.55*	*75.85*	*78.15*	*80.45*	*82.75*	*85.05*	*87.35*	*89.65*
15	B	81.11	83.82	86.52	89.22	91.93	94.49	94.49	94.49	94.49	94.49
	O	*81.11*	*83.82*	*86.52*	*89.22*	*91.93*	*94.49*	*94.49*	*94.49*	*94.49*	*94.49*

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

Applicable locations are shown on the 2026 Locality Pay Area Definitions page:
https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2026/locality-pay-area-definitions/

EXHIBIT 6

JUDICIARY SALARY PLAN
Washington-Baltimore-Arlington, DC-MD-VA-WV-PA - Table DCB
33.94% Locality Payment Included
Effective January 12, 2026

Grade	1	2	3	4	5	6	7	8	9	10
1	$30,249	$31,263	$32,269	$33,271	$34,274	$34,862	$35,857	$36,859	$36,900	$37,835
2	$34,011	$34,820	$35,948	$36,900	$37,313	$38,410	$39,507	$40,604	$41,701	$42,798
3	$37,112	$38,350	$39,587	$40,825	$42,063	$43,300	$44,538	$45,775	$47,013	$48,251
4	$41,659	$43,048	$44,437	$45,826	$47,215	$48,604	$49,993	$51,382	$52,771	$54,160
5	$46,610	$48,163	$49,717	$51,271	$52,825	$54,378	$55,932	$57,486	$59,039	$60,593
6	$51,957	$53,689	$55,420	$57,152	$58,884	$60,616	$62,348	$64,080	$65,811	$67,543
7	$57,736	$59,661	$61,586	$63,510	$65,435	$67,360	$69,284	$71,209	$73,134	$75,059
8	$63,940	$66,071	$68,202	$70,333	$72,464	$74,595	$76,726	$78,857	$80,988	$83,119
9	$70,623	$72,977	$75,332	$77,687	$80,041	$82,396	$84,751	$87,105	$89,460	$91,815
10	$77,771	$80,363	$82,954	$85,546	$88,138	$90,730	$93,321	$95,913	$98,505	$101,097
11	$85,447	$88,296	$91,145	$93,994	$96,843	$99,692	$102,540	$105,389	$108,238	$111,087
12	$102,415	$105,829	$109,243	$112,657	$116,071	$119,485	$122,899	$126,313	$129,728	$133,142
13	$121,785	$125,845	$129,904	$133,964	$138,024	$142,084	$146,143	$150,203	$154,263	$158,322
14	$143,913	$148,711	$153,509	$158,306	$163,104	$167,902	$172,700	$177,497	$182,295	$187,093
15	$169,279	$174,922	$180,565	$186,207	$191,850	$197,200 **	$197,200 **	$197,200 **	$197,200 **	$197,200 **
16	$198,534	$205,152	$209,600 *	$209,600 *	$209,600 *	$209,600 *	$209,600 *	$209,600 *	$209,600 *	$209,600 *
17	$209,600 *	$209,600 *	$209,600 *	$209,600 *	$209,600 *	$209,600 *	$209,600 *	$209,600 *	$209,600 *	$209,600 *
18	$209,600 *	$209,600 *	$209,600 *	$209,600 *	$209,600 *	$209,600 *	$209,600 *	$209,600 *	$209,600 *	$209,600 *

* 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 7

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

Annual Rates by Grade and Step

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

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

Applicable locations are shown on the 2026 Locality Pay Area Definitions page:
https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2026/locality-pay-area-definitions/

EXHIBIT 8

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

Laredo, TX

Texas

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

Las Vegas-Henderson, NV-AZ

Nevada

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

Arizona

Place Name	FIPS
Mohave County, AZ	04015

Los Angeles-Long Beach, CA

California

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

Miami-Port St. Lucie-Fort Lauderdale, FL

Florida

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

Milwaukee-Racine-Waukesha, WI

Wisconsin

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

EXHIBIT 9

Gomes v. Turlock Scavenger Company

Litigation Costs

Service Date		Details		Provider		Amount
1/9/24		PAGA Letter		LWDA		$ 75.00
1/9/24		PAGA Letter Postage		USPS		$ 56.04
1/10/24		(Rejected) Summons and Complaint		Proceed		$ 11.33
1/24/24		Summons and Complaint		Proceed		$ 1,493.24
1/29/24		Process of Service - Turlock Recycling		Proceed		$ 180.25
1/29/24		Process of Service - Turlock Scavenger Company		Proceed		$ 180.25
1/29/24		Process of Service - Turlock Tranfer, Inc.		Proceed		$ 180.25
2/23/24		POS of Summons - 3 Entities		Proceed		$ 15.04
3/14/24		First Amended Complaint		Proceed		$ 15.04
5/14/24		Case Management Statement (05.28.24)		Proceed		$ 15.19
5/24/24		VCourt - Case Management Conference (05.28.24)		Vcourt		$ 30.35
8/26/24		Notice of Disassociation - HA		Proceed		$ 15.19
9/9/24		Mediation (03.19.25)		Todd Smith		$ 10,000.00
10/2/24		Notice of Change of Address (Brand)		Proceed		$ 15.19
3/20/25		Expert Mediation Analysis		Berger Consulting Group		$ 7,740.00
3/24/25		Joint Report (04.07.25)		Proceed		$ 16.69
4/2/25		VCourt - Case Management Conference (04.07.25)		Vcourt		$ 37.35
8/22/25		Joint Report (09.05.25)		Proceed		$ 17.53
8/27/25		VCourt - Case Management Conference (09.05.25)		Vcourt		$ 37.35
11/4/25		Joint Report (11.14.25)		Proceed		$ 17.53
11/13/25		VCourt - Case Management Conference (11.14.25) and Motion for Preliminary Approval (12.17.25)		Vcourt		$ 74.70
11/17/25		Motion for Preliminary Approval		Proceed		$ 79.63
4/3/26		Joint Request for Continuance of Motion for Final Approval (04.16.26); Notice of Change of Address (Madison); Notice of Disassociation - ED and DY		Proceed		$ 38.23
6/4/26		VCourt - Case Status Review (06.05.26)		Vcourt		$ 37.35
7/1/26		(Rejected) Joint Request for Continuance of Motion for Final Approval (07.30.26)		Proceed		$ 11.39
7/7/26		Joint Request for Continuance of Motion for Final Approval (07.30.26)		Proceed		$ 38.23
7/21/26		Joint Report (07.30.26)		Proceed		$ 16.69
7/22/26		VCourt - Case Management Conference (07.30.26)		Vcourt		$ 37.35
Future		Motion for Final Approval		Proceed		$ 79.63
Future		VCourt - Motion for Final Approval		Vcourt		$ 37.35
Future		Declaration of Class Admin re Final Disbursement		Proceed		$ 16.69
Future		Notice of Entry of Order		Proceed		$ 16.69
				Total		**$ 20,632.74**

EXHIBIT 10