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On behalf if herself and others similarly situated

[Additional counsel listed on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

TAIREN WALKER, an individual on behalf of
herself and all other similarly situated,

Plaintiff,

v.

GSF PROPERTIES, INC., a California
Corporation; PACIFIC PINES an entity of
unknown origin; and DOES 1 through 50,
inclusive,
Defendants.

Case No.: BCV-24-100950

*Assigned for all purposes to:
Hon. Thomas S. Clark*

**DECLARATION OF ENOCH J. KIM IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Hearing Information:

Date: May 20, 2026
Time: 9:00 a.m.
Dept.: 17

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11 Attorneys for Plaintiff LAILA DROUBI,

12 Individually, and on behalf of others similarly situated

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March 15, 2024, Plaintiff Walker sent a letter to the LWDA as required by Labor Code § 2699.3(a), and the LWDA did not respond with the intent to investigate. On May 20, 2024, Plaintiff Walker filed a First Amended Class Action Complaint in the Walker Action, which added a cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”) against Defendant. After conversations amongst Plaintiffs’ counsel (“Class Counsel”), Plaintiffs and their counsel agreed to jointly litigate and consolidate the Droubi and Walker Actions as well as explore early resolution via mediation and engage in informal discovery prior to mediation.

5. The Parties thereafter filed a stipulation and proposed order to consolidate the two actions. After the Court issued an order on September 17, 2025, granting Plaintiff Walker leave to file a consolidated complaint of the Droubi Action and Walker Action, the Parties filed an amended complaint consolidating the matters into the Action entitled *Tairen Walker v. GSF Properties, Inc., et al.* (“Operative Complaint”), Case No. BCV-24-100950, which additionally added Laila Droubi as a named plaintiff.

Request for Attorneys' Fees and Costs

6. **Under the preliminarily approved Settlement**, Class Counsel requests a Class Counsel Fees Award of up to 35% of the Gross Settlement Amount (\$490,000.00) in attorneys' fees and a Class Counsel Costs Award not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00) for reimbursement of actual reasonable litigation costs. (Exh. 1, § 15(a)). This request is fair, reasonable, and adequate to compensate Class Counsel for the substantial work they have put into this case and, moreover, 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.

The Lodestar Method

7. 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.

8. 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. Attached hereto as **Exhibit 2** is a copy of D.Law Class Counsel’s billable hours records. 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 3** when adjusted for locality (Los Angeles County, further discussed below).

9. 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.”].)

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

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11. As explained below, the lodestar crosscheck yields a modest multiplier when rates from the Los Angeles locality adjusted Laffey Matrix are used. The hourly rates found in the 2025-2026 adjusted Laffey Matrix¹ 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.

12. I arrived at a locality adjustment rate of 0.025 by comparing 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.² 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.

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

14. 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%-

¹ “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.

² 5 U.S. §5302(6)

33.94%). Therefore, an averaged adjustment rate of .025 to the Laffey Matrix provides a satisfactory adjustment to the Laffey Matrix to adjust for locally prevalent rates of pay in Los Angeles.

15. In applying the locality adjustment rate of .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	\$520.70	\$640.62	\$924.55	\$1,044.48	\$1,257.68

16. 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.

17. I am Senior Counsel at D.Law. I was admitted to the California Bar in December 2008. I received my J.D. from Pepperdine University School of Law and B.S. from University of Southern California. Since graduating from law school, I have dedicated virtually my entire career on the practice of employment law. I have practiced employment law from the plaintiff's side, defense side, and from an in-house position. I have significant experience specifically working on wage and hour class and PAGA actions from the plaintiff's side as well as the defense side, with the majority of my experience coming from the plaintiff's side. Throughout the course of this litigation, I have spent approximately 3.6 hours on this matter. My unadjusted lodestar for my hours spent on this case amounts to approximately \$3,762.00 (3.6 x \$1,045.00 = \$3,762.00). 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 \$1,045.00 per hour. A \$1,045.00 rate is warranted based on my years of experience in a highly specialized area of law and is in line with the Laffey Matrix (18 years out of law school, adjusted

1 Laffey Matrix rate of \$1,044.48).

2 18. Senior Counsel Natalie Haritounian received her Bachelor of Arts in political science
3 from the University of California, Los Angeles, in 2014. She then earned her Juris Doctorate from
4 the University of Southern California, Gould School of Law in May of 2018. Upon graduating from
5 law school, she has exclusively focused my practice on representing employees including in wage-
6 and-hour class actions. She is experienced and qualified to evaluate the class and representative
7 claims, having obtained six and seven figure settlements against a range of defendants, having been
8 appointed as class counsel for dozens of other putative wage-and-hour class-action lawsuits pending
9 in various state and federal jurisdictions throughout California. She is experienced and qualified to
10 evaluate settlement versus trial on a fully informed basis, and to evaluate the viability of the
11 defenses. Throughout the course of this litigation, attorney Natalie Haritounian estimates she has
12 spent at least 9.8 hours litigating this matter. Accordingly, Ms. Haritounian's unadjusted lodestar in
13 this matter is \$9,065.00 ($9.8 \times \$925.00 = \$9,065.00$). If Ms. Haritounian were to charge a rate for
14 this type of work by the hour, given her experience and the focus of her practice, her current hourly
15 rate would be \$925.00 per hour. A \$925.00 rate is warranted based on Ms. Haritounian's years of
16 experience in a highly specialized area of law, and her role as Senior Counsel, (8 years out of law
17 school, adjusted Laffey Matrix rate of \$924.55).

18 19. Associate Attorney Matthew Carraher earned his bachelor's degree from Loyola
19 Marymount University and his Juris Doctorate from Loyola Law School. He was admitted to the
20 California Bar in December 2022 and has devoted the majority of his legal career to the practice of
21 employment law. He has been appointed as class counsel for many class and representative action
22 settlements in California state court involving the gamut of wage-and-hour claims, including claims
23 for failure to pay minimum wages, unpaid wages and overtime, inaccurate pay statements, failure
24 to pay timely wages, and failure to reimburse necessary business expenses - similar to claims at
25 issue in the present matter. Throughout the course of this litigation, attorney Matthew Carraher
26 estimates he has spent at least 26.7 hours litigating this matter. Accordingly, Mr. Carraher's
27 unadjusted lodestar in this matter is \$12,682.50 ($26.7 \times \$475.00 = \$12,682.50$). If Mr. Carraher were
28 to charge a rate for this type of work by the hour, given his experience and the focus of his practice,

1 his current hourly rate would be \$475.00 per hour. A \$475.00 rate is warranted based on Mr.
2 Carraher's years of experience in a highly specialized area of law and is in line with the Laffey
3 Matrix (4 years out of law school, adjusted Laffey Matrix rate of \$640.62).

4 20. Associate Attorney Antonia McKee received her bachelor's degree from the University
5 of California, Davis in 2014, and her Juris Doctorate degree from Southwestern Law School,
6 accelerated SCALE program, in 2021. Since starting her professional career, she has focused on
7 plaintiff's side employment law and has been appointed as class and PAGA counsel in other wage
8 and hour settlements in California state court. Throughout the course of this litigation, Antonia
9 McKee estimates she has spent at least 43 hours litigating this matter. Accordingly, Ms. McKee's
10 unadjusted lodestar in this matter is \$25,155.00 ($43 \times \$585.00 = \$25,155.00$). If Ms. McKee were
11 to charge a rate for this type of work by the hour, given her experience and the focus of her practice,
12 her current hourly rate would be \$585.00. A \$585.00 rate is warranted based on Ms. McKee's
13 experience in a highly specialized area of law and is in line with the Laffey Matrix (5 years out of
14 law school, adjusted Laffey Matrix rate of \$640.62).

15 21. I have also reviewed the files and billable records for certified paralegal José-Ernesto
16 López. On January 24, 2013, Mr. López earned the Posse Foundation's full tuition Leadership
17 Scholarship, and in 2017, he graduated from Kalamazoo College, earning a Bachelor of Arts in
18 Political Science. In 2017, he began employment as a legal assistant for the Michigan Advocacy
19 Program. In 2018, he was promoted to paralegal and served in that position for a total of three years.
20 In 2023, Mr. López earned his ABA-approved Certificate in Paralegal Studies with distinction from
21 the University of California, Los Angeles Extension meeting the requirements of Business &
22 Profession Code section 6450(c)(1). In 2023, Mr. López joined D.Law, Inc. as a litigation paralegal,
23 focusing exclusively on wage and hour class action and representative cases. Throughout the course
24 of this litigation, Mr. Lopez estimates he has spent at least 6.9 hours litigating this matter.
25 Accordingly, Mr. Lopez's unadjusted lodestar in this matter is \$2,070.00 ($6.9 \times \$300.00 =$
26 $\$2,070.00$). If Mr. Lopez were to charge a rate for this type of work by the hour, given his
27 experience, his current hourly rate would be \$300.00. A \$300.00 rate is warranted based on Mr.
28 Lopez's experience and specialization in employment law and is in line with the Laffey Matrix

(adjusted Laffey Matrix rate of \$283.93).

22. I have also reviewed the files and billable records for certified paralegal Silvia Pimentel. Silvia Pimentel began her legal career in February 2020 providing administrative support to attorneys for employment law matters at David Yeremian & Associates, Inc. She earned her ABA-approved Certificate in Paralegal Studies from Pasadena City College's Business, Engineering, and Technology Division in June 2021 meeting the requirements of Business & Profession Code section 6450(c)(1). Ms. Pimentel joined D.Law in August 2023, as a Litigation Support Specialist. Throughout the course of this litigation, Ms. Pimentel estimates she has spent at least 2.8 hours litigating this matter. Accordingly, Ms. Pimentel's lodestar in this matter is \$980.00 ($2.8 \times \$350.00 = \$980.00$). If Ms. Pimentel were to charge a rate for this type of work by the hour, given her experience, her current hourly rate would be \$350.00. A \$350.00 rate is warranted based on Ms. Pimentel's experience and specialization in employment law.

23. 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 October 2025, a managing partner 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 5.1 hour litigating this matter. Accordingly, Ms. Perez' unadjusted lodestar in this matter is \$1,275.00 ($5.1 \times \$250.00 = \$1,275.00$). 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 \$250.00. A \$250.00 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).

24. I have also reviewed the files and billable records for certified paralegal 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

1 November 2025, managing partner of D.Law, Inc. David Yeremian certified her experience as a
2 paralegal under Business & Profession Code section 6450(c)(3). Throughout the course of this
3 litigation, Ms. Linares estimates she has spent at least 0.7 hours litigating this matter. Accordingly,
4 Ms. Linares' lodestar in this matter is \$175.00 ($0.7 \times \$250.00 = \$175.00$). If Ms. Linares were to
5 charge a rate for this type of work by the hour, given her experience, her current hourly rate would
6 be \$250.00. A \$250.00 rate is warranted based on Ms. Linares' experience and specialization in
7 employment law and is in line with the Laffey Matrix (adjusted Laffey Matrix rate of \$283.93).

8 25. I have also reviewed the files and billable records for certified paralegal Jonathan
9 Morataya. Jonathan Morataya graduated magna cum laude from California State University,
10 Northridge with a Bachelor of Arts degree in Political Science with a focus in Law and Society. He
11 began his legal career in 2022, in wage and hour employment matters and was promoted to Senior
12 Paralegal. In December 2023, managing partner of Abramson Labor Group certified his experience
13 as a paralegal under Business & Profession Code section 6450(c)(3). Throughout the course of this
14 litigation, Mr. Morataya estimates he has spent at least 2.6 hours litigating this matter. Accordingly,
15 Mr. Morataya's lodestar in this matter is \$780.00 ($2.6 \times \$300.00 = \$780.00$). If Mr. Morataya were
16 to charge a rate for this type of work by the hour, given his experience, his current hourly rate would
17 be \$300.00. A \$300.00 rate is warranted based on Mr. Morataya's experience and specialization in
18 employment law.

19 26. I have also reviewed the files and billable records for paralegal Anuvir Kaur Purewal.
20 Ms. Purewal earned her Bachelor of Arts degree from the University of California, San Diego with
21 a major in Political Science and concentration in Public Law in 2022. She began her legal career
22 in 2022, in labor law and employment matters. Since joining D.Law in 2025, Ms. Purewal has
23 worked exclusively on wage and hour matters class and representative action cases. In August of
24 2025, a managing attorney of D.Law attested to Ms. Purewal's paralegal qualifications, under
25 Business & Professions Code section 6450(c)(3), affirming her capabilities handling paralegal tasks.
26 Throughout the course of this litigation, Ms. Purewal estimates she has spent at least 0.4 hours
27 litigating this matter. Accordingly, Ms. Purewal's lodestar in this matter is \$75.00 ($0.4 \times \$250.00 =$
28 \$100.00). If Ms. Purewal were to charge a rate for this type of work by the hour, given her

experience, her current hourly rate would be \$250.00. A \$250.00 rate is warranted based on Ms. Purewal's experience and specialization in employment law, and is in line with the Laffey Matrix (adjusted Laffey Matrix rate of \$283.93.)

27. I have also reviewed the files and billable records for certified paralegal Anne Beuttel. Anne Beuttel graduated from Mount Saint Mary's University in 2020 with a bachelor's degree in liberal arts. In 2024, Ms. Beuttel received a Paralegal verification meeting the requirements pursuant to California Business and Professions Code Section 6450(c)(3). Throughout the course of this litigation, Ms. Beuttel estimates she has spent at least 0.4 hours litigating this matter. Accordingly, Ms. Beuttel's unadjusted lodestar in this matter is \$110.00 (0.4 x \$275.00 = \$110.00). If Ms. Beuttel were to charge a rate for this type of work by the hour, given her experience, her current hourly rate would be \$250.00. A \$275.00 rate is warranted based on Ms. Beuttel's experience and specialization in employment law and is in line with the Laffey Matrix (adjusted Laffey Matrix rate of \$283.93.

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

<u>Attorney/Firm</u>	<u>Total Hours</u>	<u>Total Billables</u>	<u>Costs</u>
Enoch Kim (D.LAW)	3.6	\$3,762.00	
Natalie Haritounian (D.LAW)	9.8	\$9,065.00	
Matthew Carraher (D.LAW)	27.4	\$13,015.00	
Antonia McKee (D.LAW)	43	\$25,155.00	
Anuvir Purewal (D.LAW)	0.4	\$100.00	
Jose Lopez (D.LAW)	6.9	\$2,070.00	
Silvia Pimentel (D.LAW)	2.8	\$1,275.0	
Katheryn Perez (D.LAW)	5.1	\$1,275.00	
Janet Linares (D.LAW)	0.7	\$175.00	
Anne Beuttel	0.4	\$110.00	
Totals:	102.7	\$56,487.00	\$3,695.33

1 29. Multiplying the total hours billed by D.Law Class Counsel to the litigation by their
2 reasonable hourly rates yields a lodestar of \$56,487.00.

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

16 31. In sum, Class Counsel had to come up with creative approaches to these issues in
17 litigating the case and, ultimately, negotiating and crafting the Settlement. To this end, Class
18 Counsel has devoted a tremendous amount of time and energy. As shown in the table in Paragraph
19 26 above, Class Counsel have spent a substantial number of hours working on this case. This time
20 commitment was necessary in order to research, construct and prosecute viable legal claims in the
21 face of stiff opposition, but it has come at a cost. In particular, the time Class Counsel have devoted
22 to this case has prevented them from investing that time in other cases that might have settled during
23 the pendency of this litigation and yielded significant attorneys' fees. Despite these considerations,
24 Class Counsel zealously represented Plaintiff and the Class and have obtained a favorable result.

25 32. Such is not always the case. Indeed, Class Counsel has invested time and money into
26 numerous other cases, including class actions, that have fizzled for one reason or another, leaving
27 Class Counsel completely without any compensation for their effort. Here, Class Counsel has
28 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. 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.

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

Costs

34. The preliminarily approved settlement calls for the payment of up to \$40,000.00 for Class Counsel's costs. The actual total costs incurred through final settlement administration of this Action for D.Law are \$3,695.33. D.Law'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, 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, D.Law requests a reimbursement of their incurred costs in the amount of \$3,695.33.

ENHANCEMENT PAYMENT TO NAMED PLAINTIFF IS REASONABLE

35. Plaintiff Walker is entitled to a reasonable service payment for his efforts and initiative in bringing and helping to prosecute this Action. Plaintiff assumed great risk by challenging Defendant's wage-and-hour policies and bringing suit against Defendant. Plaintiff spent time better apprising himself 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 Walker decided to vindicate not only his own rights but also those of his fellow employees by filing a class action lawsuit.

36. The courage it took to stand up to Defendant 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.

1 37. But Plaintiff did not allow his fear of the potential repercussions of being a Class
2 Representative deter him from acting for the benefit of Class Members. He has devoted a substantial
3 amount of time to helping Class Counsel effectively develop and prosecute this Action at every
4 stage of the litigation. Plaintiff conferred with Class Counsel on numerous occasions to discuss
5 every aspect of this case; provided information about Defendant and its wage-and-hour practices;
6 reviewed documents; produced documents; monitored the progress of the litigation; took the time
7 to apprise herself of the facts, issues, and law regarding the claims at issue, spent time with Class
8 Counsel discussing the terms of the Settlement and reviewing and executing the Settlement
9 Agreement. Plaintiff appreciates that, in addition to the litigation risks of continued proceedings, the
10 proceeding itself would be potentially complicated and expensive, and even if ultimately successful
11 absent the Settlement, Class Members might see no recovery until the lengthy appellate process is
12 complete. In all, Plaintiff estimates that he has devoted numerous hours in preparing the Action and
13 seeing it through to settlement.

14 38. California trial courts routinely approve enhancement payments to class representatives
15 in wage-and-hour class-action settlements. *See, e.g., Bennett v. Countrywide Financial Corporation*
16 (2005) San Diego Sup. Ct. Case No. GIC840981 (\$35,000); *Hogue v. WH Smith of Nevada, Inc.*
17 (2004) San Diego Sup. Ct. Case No. GIC830653 (\$20,000); *Fiez v. Brown Group Retail Inc., d.b.a.*
18 *Famous Footwear* (2003) Orange County Sup. Ct. Case No. 01CC00381 (\$35,000 to current
19 employee of defendant and \$20,000 to former employee); *Barry v. Cost Plus, Inc.* (2003) OCSC
20 No. 01CC00380 (\$35,000 for each named plaintiff); *Lajoie v. The Picture People, Inc.* (2003)
21 Orange County Sup. Ct. Case No. 01CC00324 (\$25,000 each for two named plaintiffs); *Franco v.*
22 *Vans, Inc.* (2002) Orange County Sup. Ct. Case No. 01CC03995 (\$35,000 for each named plaintiff);
23 *Crandall v. U-Haul Corporation* (2001) Los Angeles Sup. Ct. Case No. BC 178775 (\$20,000 for
24 each named plaintiff); *Joel v. Athlete's Foot Group* (2001) Los Angeles Sup. Ct. Case No. BC
25 234231 (\$25,000).

26 39. Plaintiff has diligently, adequately, and fairly represented Class Members and obtained a
27 settlement of \$1,400,000.00 on behalf of the Class. Plaintiff's requested enhancement award of
28 \$10,000.00 is only approximately 0.7% of the Gross Settlement Amount. In light of the foregoing,

1 Class Counsel believes the Class Representative Service Award in the amount of \$10,000.00 to
2 Plaintiff is fair and reasonable.

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

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6 Executed this 23rd day of April 2026, at Pasadena, California

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/s/ Enoch J. Kim

Enoch J. Kim

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EXHIBIT 1

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiffs Laila Droubi (“Plaintiff
4 Droubi”) and Tairen Walker (“Plaintiff Walker”) (together, “Plaintiffs” or “Class Representatives”),
5 individually, and on behalf of all others similarly situated and on behalf of the State of California with
6 respect to aggrieved employees, and Defendant GSF Properties, Inc. (“Defendant”) (collectively,
7 Plaintiffs and Defendant are referred to as “Parties” and individually as “Party”).

8 This Settlement Agreement shall be binding on Plaintiffs, Settlement Class Members (as
9 defined herein), the State of California as to the employment of PAGA Employees (as defined herein),
10 and Defendant, subject to the terms and conditions hereof and the approval of the Court.

11 **RECITALS**

12 1. On December 13, 2023, Plaintiff Droubi filed a Class Action Complaint for Damages
13 in the action entitled *Laila Droubi v. GSF Properties, Inc.*, San Joaquin County Superior Court Case
14 No. STK-CV-UOE-2023-0013484 (“Droubi Action”), thereby commencing a putative class action
15 against Defendant.

16 2. On March 15, 2024, Plaintiff Walker filed a Class Action Complaint in the action
17 entitled *Tairen Walker v. GSF Properties, Inc., et al.*, Kern County Superior Court Case No. BCV-24-
18 100950 (“Walker Action” or “Action”), thereby commencing a putative class action against Defendant
19 and PACIFIC PINES.

20 3. On March 15, 2024, Plaintiff Walker provided written notice to the Labor and
21 Workforce Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified
22 Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California
23 Labor Code alleged to have been violated by Defendant (“PAGA Letter”), LWDA Case No. LWDA-
24 CM-1016870-24.

25 4. On May 20, 2024, Plaintiff Walker filed a First Amended Class Action Complaint in
26 the Walker Action, which added a cause of action under the Private Attorneys General Act of 2004
27 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”) against Defendant.

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1 5. The Parties have agreed that Plaintiffs will file a Second Amended Class Action
2 Complaint (“Operative Complaint”) in the Walker Action, which will add Plaintiff Droubi as a named
3 plaintiff and consolidate the claims alleged in both the Droubi Action and Walker Action
4 (“Consolidation”). Together, the Droubi Action and Walker Action are referred to as the “Actions”.
5 Following the Consolidation, the Plaintiff Droubi will also seek to dismiss the Droubi Action before
6 the San Joaquin Superior Court, without prejudice, to where the claims are only pending before the
7 Kern County Superior Court. Consolidation of the Actions and the filing of dismissal documents of
8 the Droubi Action in San Joaquin County are prerequisites to Plaintiffs’ seeking of preliminary
9 approval in Kern County Superior Court.

10 6. The Operative Complaint alleges fourteen (14) causes of action for violations of the
11 California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to
12 provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant
13 rest periods and premium payments in lieu thereof, failure to pay reporting time pay, failure to timely
14 pay wages during employment, failure to provide compliant wage statements, failure to timely pay
15 wages upon termination, failure to pay vacation wages, failure to pay earned wages, failure to keep
16 required payroll records, and failure to reimburse necessary business expenses, for violations of
17 California Business & Professions Code Section 17200, *et seq.* based on the aforementioned California
18 Labor Code violations, and for civil penalties under PAGA based on the aforementioned California
19 Labor Code violations.

20 7. Defendant denies all material allegations set forth in the Actions and has asserted
21 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
22 Defendant desires to fully and finally settle the Actions in exchange for the Released Class Claims (as
23 defined herein) and Released PAGA Claims (as defined herein).

24 8. Class Counsel diligently investigated the class and PAGA claims against Defendant,
25 including any and all applicable defenses and the applicable law. The investigation included, *inter*
26 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
27 The Parties have engaged in sufficient informal discovery and investigation to assess the relative
28 merits of the claims and contentions of the Parties.

9. On November 5, 2024, the Parties participated in mediation with Francis J. Ortman III (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The Parties’ settlement discussions were conducted at arms’ length, and the Settlement is the result of an informed and detailed analysis of Defendant’s potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on Class Counsel’s investigation and evaluation, Class Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, State of California, and PAGA Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

10. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

DEFINITIONS

11. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective.

a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Actions and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Actions, as set forth in more detail below and within this Agreement.

b. “Class” or “Class Member(s)” means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

c. “Class Counsel” means Jonathan M. Genish, Karen I. Gold, Marissa A. Mayhood, Noam Y. Reiffman, and Alexandra Rose of Blackstone Law, APC and David H. Yeremian,

1 Natalie R. Haritounian, Enoch J. Kim, Matthew J. Carraher, and Antonia McKee of D.Law, Inc., who
2 will seek to be appointed counsel for the Class for Settlement Agreement approval purposes.

3 d. "Class List" means the following identifying information Defendant has in its
4 possession from its records for the Class Members and PAGA Employees: (1) full name; (2) last
5 known mailing address; (3) Social Security number; (4) hire and termination dates; and (5) the number
6 of Workweeks and Pay Periods.

7 e. "Class Notice" means the Notice of Class Action Settlement, substantially in
8 the form attached hereto as "**Exhibit A**."

9 f. "Class Period" means the period from December 13, 2019, through the date the
10 Court grants Preliminary Approval of the Settlement Agreement, subject to the provisions of the
11 Escalator Clause detailed below at Paragraph 15(e).

12 g. "Class Settlement" means the settlement and resolution of all Released Class
13 Claims.

14 h. "Court" means the Superior Court of the State of California for the County of
15 Kern.

16 i. "Defendant's Counsel" means Ian B. Wieland and Justin G. Donner of Sagaser
17 Watkins & Wieland PC.

18 j. "Dispute" means a letter submitted by a Class Member disputing the number of
19 Workweeks and/or Pay Periods which have been credited to them, which must: (a) contain the case
20 name and number of the Action; (b) contain the Class Member's full name, signature, address,
21 telephone number, and the last four (4) digits of the Class Member's Social Security number; (c)
22 clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to
23 the Class Member and what the Class Member contends is the correct number; and (d) be returned by
24 mail to the Settlement Administrator at the specified address, postmarked on or before the Response
25 Deadline.

26 k. "Effective Date" means the date both of the following have occurred: (1) the
27 court issues Final Approval; and (2) the Final Approval Order and Judgment is final. The Final
28 Approval Order and Judgment is final as the latest of the following occurrences: (i) if no Settlement

1 Class Member objects to the Class Settlement, then the Effective Date will be the date of Final
2 Approval; or (ii) if any Settlement Class Member objects to the Class Settlement, the Effective Date
3 will be the day after the deadline for filing a notice of appeal from the Final Approval Order and
4 Judgment; or (iii) if a timely appeal is initiated by an objector, then the Effective Date will be the day
5 after final resolution of that appeal and the court issues remittitur (including any requests for rehearing
6 and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

7 l. "Employer Taxes" means the employer's share of taxes and contributions in
8 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant
9 in addition to the Gross Settlement Amount.

10 m. "Enhancement Payment(s)" means the amounts to be paid to Plaintiffs, in
11 recognition of their effort and work in prosecuting the Actions on behalf of Class Members and PAGA
12 Employees and also in consideration of their general release of claims as set forth below and within
13 this Agreement.

14 n. "Final Approval" means the determination by the Court that the Settlement is
15 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

16 o. "Final Approval Hearing" means the hearing at which the Court will consider
17 and determine whether the Settlement should be granted Final Approval.

18 p. "Final Approval Order and Judgment" means the order granting final approval
19 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the
20 Parties, and subject to approval by the Court.

21 q. "Gross Settlement Amount" means the amount of One Million Four Hundred
22 Thousand Dollars and Zero Cents (\$1,400,000.00) which is the total amount Defendant agrees to pay
23 under the Settlement except as described at the Escalator Clause in this Agreement, if Defendant elects
24 to contribute more to the Gross Settlement Amount, and the Employer Taxes. The Gross Settlement
25 Amount is paid by Defendant in full satisfaction of the Actions, Released Class Claims, and Released
26 PAGA Claims, and it will be used to pay the Court approved Attorneys' Fees and Costs, Court
27 approved Enhancement Payments, Court approved PAGA Amount, Court approved Settlement
28 Administration Costs, and Net Settlement Amount to be paid to the Settlement Class Members.

1 Defendant shall pay the Employer Taxes separately and in addition to the Gross Settlement Amount.
2 The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Payment will
3 return to Defendant.

4 r. "Individual PAGA Payment" means the *pro rata* share of the PAGA Employee
5 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be
6 calculated as further detailed below and within this Agreement.

7 s. "Individual Settlement Payment" means the net payment of each Settlement
8 Class Member's Individual Settlement Share, after reduction for the employee's share of taxes and
9 withholdings with respect to the wages portion of the Individual Settlement Share, as further detailed
10 below and within this Agreement.

11 t. "Individual Settlement Share" means the *pro rata* share of the Net Settlement
12 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated
13 as further detailed below and within this Agreement.

14 u. "LWDA Payment" means the amount of Sixty-Seven Thousand Five Hundred
15 Dollars and Zero Cents (\$67,500.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to
16 pay to the LWDA under the PAGA Settlement, as further detailed below and within this Agreement.

17 v. "Net Settlement Amount" means the portion of the Gross Settlement Amount
18 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount
19 less the Court approved Attorneys' Fees and Costs, Court approved Enhancement Payments, Court
20 approved PAGA Amount, and Court approved Settlement Administration Costs.

21 w. "Notice of Objection" means a Settlement Class Member's written objection to
22 the Class Settlement, which must (a) contain the case name and number of the Action; (b) contain the
23 objector's full name and telephone number; (c) contain a written statement of all grounds for the
24 objection; (d) and be returned by mail to the Settlement Administrator at the specified address,
25 postmarked on or before the Response Deadline.

26 x. "PAGA Amount" means the allocation of Ninety Thousand Dollars and Zero
27 Cents (\$90,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five
28 percent (75%) of the PAGA Amount, or \$67,500.00, will be paid to the LWDA (i.e., the LWDA

1 Payment) and the remaining twenty-five percent (25%), or \$22,500.00, will be distributed to the
2 PAGA Employees (i.e., the PAGA Employee Amount).

3 y. "PAGA Employee(s)" means all current and former hourly-paid and/or non-
4 exempt employees who worked for Defendant in the State of California at any time during the PAGA
5 Period.

6 z. "PAGA Employee Amount" means the amount of Twenty-Two Thousand Five
7 Hundred Dollars and Zero Cents (\$22,500.00), i.e., 25% of the PAGA Amount, to be distributed to
8 PAGA Employees on a *pro rata* basis based on their Pay Periods.

9 aa. "PAGA Period" means the period from March 15, 2023, through the date the
10 Court grants Preliminary Approval of the Settlement Agreement.

11 bb. "PAGA Settlement" means the settlement and resolution of all Released PAGA
12 Claims.

13 cc. "Pay Periods" means the number of pay periods each PAGA Employee worked
14 for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period.

15 dd. "Preliminary Approval" means the date on which the Court enters the
16 Preliminary Approval Order.

17 ee. "Preliminary Approval Order" means the order granting preliminary approval
18 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
19 the Court.

20 ff. "Released Class Claims" means any and all claims which were alleged or which
21 could have been reasonably alleged based on the factual allegations in the Operative Complaint,
22 arising during the Class Period. This shall include, but not be limited to, claims for Defendant's
23 alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and
24 associated premium payments, pay reporting time pay, pay vacation wages, pay earned wages, timely
25 pay wages during employment and upon termination, provide accurate wage statements, keep required
26 payroll records, and reimburse necessary business-related expenses in violation of California Labor
27 Code Sections 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 246, 248, 510, 512, 558, 558.1, 1171,
28 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802, the applicable

1 Industrial Welfare Commission Wage Order, and California Business and Professions Code sections
2 17200, *et seq.*

3 gg. “Released PAGA Claims” means any and all claims arising from any of the
4 factual allegations in the PAGA Letter and the Operative Complaint, arising during the PAGA Period,
5 for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections
6 2698 *et seq.* This shall include, but not be limited to, claims for Defendant’s alleged failure to pay
7 overtime and minimum wages, provide compliant meal and rest periods and associated premium
8 payments, pay reporting time pay, pay vacation wages, pay earned wages, timely pay wages during
9 employment and upon termination, provide compliant wage statements, keep required payroll records,
10 and reimburse necessary business-related expenses in violation of California Labor Code Sections
11 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 246, 248, 510, 512, 558, 558.1, 1174, 1174.5, 1182.2,
12 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802, the applicable Industrial Welfare
13 Commission Wage Order, and California Business and Professions Code sections 17200, *et seq.*

14 hh. “Released Parties” means Defendant and Pacific Pines and each of their current
15 or former agents, employees, representatives, administrators, officers, directors, members, insurers,
16 shareholders, subsidiaries, affiliates, predecessors, successors, assigns, owners, attorneys,
17 accountants, receivers, advisors, consultants, partners, partnerships, parents, divisions, subsidiaries,
18 affiliates, heirs, joint venturers, trustees, investors, fiduciaries, franchisees or franchisors, or
19 commonly controlled corporations.

20 ii. “Request for Exclusion” means a Class Member’s written request to be
21 excluded from the Class Settlement, which must: (a) contain the case name and number of the Action;
22 (b) contain signed by the Class Member’s full name, signature, address, telephone number, and last
23 four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member
24 does not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement
25 Administrator at the specified address, postmarked on or before the Response Deadline.

26 jj. “Response Deadline” means the deadline by which Class Members must submit
27 a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is sixty (60)
28 calendar days from the initial mailing of the Class Notice by the Settlement Administrator to Class

1 Members, unless the 60th day falls on a Sunday or Federal holiday, in which case the Response
2 Deadline will be extended to the next day on which the United States Postal service is open. The
3 Response Deadline may also be extended by express agreement between Class Counsel and
4 Defendant's Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response
5 Deadline for that Class Member shall be extended fifteen (15) calendar days from the original
6 Response Deadline.

7 kk. "Settlement Administrator" means ILYM Group, Inc, or any other neutral third-
8 party class action settlement administrator agreed to by the Parties and approved by the Court for
9 purposes of administering the Settlement. The Parties and their counsel each represent that they do
10 not have any financial interest in the Settlement Administrator or otherwise have a relationship with
11 the Settlement Administrator that could create a conflict of interest.

12 ll. "Settlement Administration Costs" means the costs payable from the Gross
13 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in
14 further detail below and within this Agreement.

15 mm. "Settlement Class" or "Settlement Class Member(s)" means all Class Members
16 who do not submit a timely and valid Request for Exclusion.

17 nn. "Workweeks" means the number of weeks each Class Member worked for
18 Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period.

19 **CLASS CERTIFICATION**

20 12. For the purposes of this Settlement only, the Parties stipulate to the certification of the
21 Class. Should this Agreement not be approved by the Court and litigation continues as allowed for by
22 this Agreement, then Plaintiffs will still need to move for class certification.

23 13. The Parties agree that certification for the purpose of settlement is not an admission
24 that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for
25 whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as
26 part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not
27 be admissible in connection with, the issue of whether or not certification would be inappropriate in a
28 non-settlement context.

1 **TERMS OF THE AGREEMENT**

2 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set
3 forth herein, the Parties agree, subject to the Court's approval, as follows:

4 14. Gross Settlement Amount. Except as otherwise provided by the escalator clause in
5 Paragraph 15(e), Defendant promises to pay One Million Four Hundred Thousand Dollars and Zero
6 Cents (\$1,400,000.00) and no more as the Gross Settlement Amount, and to separately pay any and
7 all employer payroll taxes owed on the Wage Portions of the Individual Settlement Shares. Defendant
8 has no obligation to pay the Gross Settlement Amount prior to the deadline stated herein. The
9 Settlement Administrator will disburse the entire Gross Settlement Amount without asking or
10 requiring Settlement Class Members or PAGA Employees to submit any claim as a condition of
11 payment. None of the Gross Settlement Amount will revert to Defendant. However, if the Settlement
12 is not finally approved by the Court despite the Parties' best efforts to achieve final approval, any
13 amounts deposited shall revert back to Defendant.

14 15. Payments from the Gross Settlement Amount. The Administrator will make and
15 deduct the following payments from the Gross Settlement Amount, in the amounts specified by the
16 Court in the Final Approval Order and Judgment:

17 a. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application
18 or motion by Class Counsel for attorneys' fees in the amount up to thirty-five percent (35%) of the
19 Gross Settlement Amount (i.e., \$490,000.00 if the Gross Settlement Amount is \$1,400,000.00) and
20 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement
21 of the Actions, in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00), both
22 of which will be paid from the Gross Settlement Amount. These amounts will cover any and all work
23 performed and any and all costs incurred by Class Counsel in connection with the litigation of the
24 Actions, including without limitation all work performed and costs incurred to date, and all work to
25 be performed and all costs to be incurred in connection with obtaining the Court's approval of this
26 Settlement Agreement, including any objections raised and any appeals necessitated by those
27 objections. In the event the escalator clause described below and within this Agreement is triggered
28 and Defendant elects to increase its contribution to the Gross Settlement Amount, then Class Counsel

1 may, at their discretion and subject to Court approval, increase the attorneys' fees in order to remain
2 thirty-five percent (35%) of the Gross Settlement Amount. Class Counsel shall be solely and legally
3 responsible for correctly characterizing this compensation for tax purposes and for paying any taxes
4 on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel
5 for the Attorneys' Fees and Costs. Any portion of the requested Attorneys' Fees and Costs that is not
6 awarded by the Court to Class Counsel shall be reallocated to the Net Settlement Amount for the
7 benefit of the Settlement Class Members. Defendant and Released Parties shall have no liability to
8 Class Counsel or any other Plaintiff's counsel arising from attorneys' fees or costs other than the
9 payments detailed in this Paragraph and Paragraph 15(e) and as approved by the Court, which shall be
10 paid from the Gross Settlement Amount.

11 b. Enhancement Payments. Defendant agrees not to oppose or impede any application or
12 motion by Plaintiffs for Enhancement Payments in the amounts up to Ten Thousand Dollars and Zero
13 Cents (\$10,000.00) each. The Enhancement Payments, which will be paid from the Gross Settlement
14 Amount, subject to Court approval, will be in addition to any other payments that Plaintiffs are entitled
15 to under the Settlement. Plaintiffs shall be solely and legally responsible for correctly characterizing
16 this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
17 Administrator shall issue an IRS Form 1099 to Plaintiffs for the Enhancement Payments. Any portion
18 of the requested Enhancement Payments that is not awarded by the Court to Plaintiffs shall be
19 reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

20 c. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
21 Ninety Thousand Dollars and Zero Cents (\$90,000.00) shall be allocated from the Gross Settlement
22 Amount toward penalties under the Private Attorneys General Act, California Labor Code Section
23 2698, et seq. (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$67,500.00, will be
24 paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$22,500.00, will be
25 distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a pro rata basis, based on the
26 total number of Pay Periods worked by each PAGA Employee during the PAGA Period (i.e., the
27 Individual PAGA Payments).

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1 d. Settlement Administration Costs. The Settlement Administrator will be paid for the
2 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
3 which is currently estimated not to exceed Thirteen Thousand Dollars and Zero Cents (\$13,000.00).
4 These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will
5 include, inter alia, translating the Class Notice to Spanish, printing, distributing, and tracking Class
6 Notices and other documents for the Settlement, calculating and distributing payments due under the
7 Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings,
8 and remittances, providing necessary reports and declarations, and other duties and responsibilities set
9 forth herein to process the Settlement, and as requested by the Parties. To the extent the actual
10 Settlement Administrator's costs are greater than the estimated amount stated herein, such excess
11 amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any
12 portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in
13 fact required to fulfill payment to the Settlement Administrator to undertake the required settlement
14 administration duties shall be reallocated to the Net Settlement Amount for the benefit of the Settlement
15 Class Members.

16 e. Escalator Clause. Defendant has represented that the Class Members worked a total
17 of 56,492 workweeks during the period December 13, 2019, through November 5, 2024 (the date of
18 mediation). If the number of Workweeks worked by the Class Members during the Class Period is
19 more than ten percent (10%) above 56,492, then Defendant will have the option to either pay a
20 proportional amount in addition to the Gross Settlement Amount for each additional Workweek that
21 exceeds the ten percent (10%) buffer (i.e., every Workweek above 62,141), or to shorten the Class
22 Period at the point at which the number of Workweeks is no more than ten percent (10%) above 56,492
23 Workweeks. Defendant must exercise this option on or before seven (7) calendar days following the
24 Settlement Administrator's confirmation of the Workweek count.

25 16. Individual Settlement Share Calculations. Individual Settlement Shares will be
26 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of
27 Workweeks, as follows:

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1 a. After Preliminary Approval, the Settlement Administrator will divide the Net
2 Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek
3 Value,” and multiply each Class Member’s individual Workweeks by the Estimated Workweek Value
4 to yield each Class Member’s estimated Individual Settlement Share that the Class Member may be
5 entitled to receive under the Class Settlement.

6 b. After Final Approval, the Settlement Administrator will divide the final Net
7 Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final Workweek
8 Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final Workweek
9 Value to each Settlement Class Member’s final Individual Settlement Share.

10 17. Individual PAGA Payment Calculations. Individual PAGA Payments will be
11 calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees’
12 number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee
13 Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the
14 “Pay Period Value,” and multiply each PAGA Employee’s individual Pay Periods by the Pay Period
15 Value to yield each PAGA Employee’s Individual PAGA Payment.

16 18. Tax Allocation of Individual Settlement Shares. Ten percent (10%) of each Individual
17 Settlement Share will be allocated to settlement of wage claims (the “Wage Portion”), which are
18 subject to tax withholding and will be reported on an IRS W-2 Form. Five percent (5%) of each
19 Individual Settlement Share will be allocated as reimbursement and the remaining eighty-five percent
20 (85%) will be allocated in consideration for the release and for interest and penalties (together, the
21 “Non-Wage Portion”). The Non-Wage Portions of the Individual Settlement Shares are not subject to
22 wage withholdings and will be reported on IRS 1099 Forms. Settlement Class Members assume full
23 responsibility and liability for any taxes owed on their Individual Settlement Share. Each Individual
24 PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an
25 IRS Form 1099 (if applicable) by the Settlement Administrator. PAGA Employees may not opt out
26 of receiving the Individual PAGA Payment.

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1 19. Administration of Taxes by the Settlement Administrator. The Settlement
2 Administrator will be responsible for issuing to Plaintiffs, Settlement Class Members, PAGA
3 Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be
4 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement
5 Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll
6 taxes and other legally required withholdings to the appropriate government authorities.

7 20. Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel do not
8 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
9 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiffs, Settlement
10 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation
11 by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiffs, Settlement
12 Class Members, and PAGA Employees understand and agree that Plaintiffs, Settlement Class
13 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties
14 assessed on the payments described in this Settlement Agreement. Plaintiffs, Settlement Class
15 Members, and PAGA Employees should consult with their tax advisors concerning the tax
16 consequences of any payment they receive under the Settlement.

17 21. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
18 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
19 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
20 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
21 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
22 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS
23 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
24 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
25 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
26 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
27 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
28 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)

1 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
2 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
3 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
4 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
5 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
6 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
7 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S
8 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
9 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
10 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
11 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

12 22. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
13 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
14 are issued to the payee. It is expressly understood and agreed that payments made under this
15 Settlement shall not in any way entitle Plaintiffs, Settlement Class Members, or any PAGA Employee
16 to additional compensation or benefits under any new or additional compensation or benefits, or any
17 bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period,
18 nor will it entitle Plaintiffs, Settlement Class Members, or any PAGA Employee to any increased
19 retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding
20 any contrary language or agreement in any benefit or compensation plan document that might have
21 been in effect during the Class Period).

22 23. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.
23 Plaintiffs will obtain a hearing date from the Court for Plaintiffs' motion for preliminary approval of
24 the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement
25 Agreement to the Court in support of said motion following Consolidation and the filing of the
26 dismissal documents of the Droubi Action pending in San Joaquin County. Defendant agrees not to
27 oppose the motion for preliminary approval of the Settlement consistent with this Settlement
28 Agreement, but Class Counsel will provide a copy of the moving papers before filing. If the Parties

1 disagree on any aspect of the proposed motion for preliminary approval and/or the supporting
2 declarations and documents, Class Counsel and Defendant's Counsel will expeditiously work together
3 on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the
4 disagreement.

5 24. If the Court does not grant Preliminary Approval or conditions Preliminary Approval
6 on any material change to this Agreement, Class Counsel and Defendant's Counsel will expeditiously
7 work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to
8 modify the Agreement and otherwise satisfy the Court's concerns. However, no Party shall be
9 obligated to consent to any material change (including but not limited to changes to the Gross
10 Settlement Amount or the releases set forth herein) in the Agreement, whether or not such material
11 change is caused or requested by the Court. The Court's decision to award less than the amounts
12 requested for the Attorneys' Fees and Costs, Enhancement Payments, or Settlement Administration
13 Costs shall not constitute a material modification to the Agreement within the meaning of this
14 Paragraph. By way of said Preliminary Approval motion, Plaintiffs will apply for the entry of the
15 Preliminary Approval Order seeking the following:

- 16 a. Conditionally certifying the Class for settlement purposes only;
- 17 b. Granting Preliminary Approval of the Settlement;
- 18 c. Preliminarily appointing Plaintiffs as representatives of the Class;
- 19 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 20 e. Approving as to form and content, the mutually-agreed upon proposed Class
21 Notice and directing its mailing by First Class U.S. Mail;
- 22 f. Approving the manner and method for Class Members to request exclusion
23 from or object to the Class Settlement as contained herein and within the Class Notice;; and
- 24 g. Scheduling a Final Approval Hearing at which the Court will determine whether
25 Final Approval of the Settlement should be granted.

26 25. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(s)(1)-
27 (3), Class Counsel shall notify the LWDA of: (1) the Operative Complaint; (2) the Settlement at the
28 same time that the Settlement Agreement is submitted to the Court; and (3) the Court's Final Approval

1 Order and Judgment (within 10 days after entry of the Final Approval Order and Judgment or order
2 by submitting the same).

3 26. Delivery of Class List. Within thirty (30) calendar days following Preliminary
4 Approval, Defendant will provide the Class List to the Settlement Administrator. If required by the
5 Court, Defendant or Defendant's Counsel will provide a declaration attesting to the number of
6 Workweeks and Pay Periods.

7 27. Notice by First-Class U.S. Mail.

8 a. Within seven (7) calendar days after receiving the Class List from Defendant,
9 the Settlement Administrator will perform a search based on the National Change of Address Database
10 or any other similar services available, such as provided by Experian, for information to update and
11 correct for any known or identifiable address changes, and will mail a Class Notice in English and
12 Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members and
13 PAGA Employees via First-Class U.S. Mail, using the most current, known mailing addresses
14 identified by the Settlement Administrator.

15 b. Any Class Notice returned to the Settlement Administrator as undeliverable on
16 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding
17 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on
18 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly
19 attempt to determine the correct address using a skip-trace or other search, using the name, address,
20 and/or Social Security number of the Class Member and/or PAGA Employee, and perform a single
21 re-mailing within five (5) calendar days.

22 c. Compliance with the procedures described herein above shall constitute due and
23 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.
24 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to
25 provide notice of the Settlement.

26 28. Disputes Regarding Workweeks and/or Pay Periods. Class Members will have an
27 opportunity to dispute the number of Workweeks and/or Pay Periods which have been credited to
28 them, as reflected in their respective Class Notices, by submitting a timely and valid Dispute to the

1 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
2 postmark on the return mailing envelope will be the exclusive means to determine whether a Dispute
3 has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data
4 as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing Class
5 Member, Defendant's records will be presumed to be correct and determinative of the dispute.
6 However, if a Class Member produces information and/or documents to the contrary, the Settlement
7 Administrator will evaluate the materials submitted by the Class Member and the Settlement
8 Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that
9 the disputing Class Member should be credited with under the Settlement. The Settlement
10 Administrator's decision on such disputes will be final and non-appealable.

11 29. Requests for Exclusion. Any Class Member wishing to be excluded from the Class
12 Settlement must submit a timely and valid Request for Exclusion to the Settlement Administrator, by
13 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
14 envelope will be the exclusive means to determine whether a Request for Exclusion has been timely
15 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's
16 Counsel the number of timely and valid Requests for Exclusion that are submitted, and also identify
17 the individuals who have submitted a timely and valid Request for Exclusion in a declaration that is
18 to be filed with the Court in advance of the Final Approval Hearing. At no time will any of the Parties
19 or their counsel seek to solicit or otherwise encourage Class Members to request exclusion from the
20 Class Settlement. Any Class Member who submits a Request for Exclusion is prohibited from making
21 any objection to the Class Settlement. Any Class Member who submits a timely and valid Request
22 for Exclusion will not be bound by the Class Settlement and will not be issued an Individual Settlement
23 Payment. Any Class Member who does not affirmatively request exclusion from the Class Settlement
24 by submitting a timely and valid Request for Exclusion will be bound by all of the terms of the Class
25 Settlement, including and not limited to those pertaining to the Released Class Claims, as well as any
26 judgment that may be entered by the Court if it grants Final Approval to the Settlement.
27 Notwithstanding the above, all PAGA Employees will be bound to the PAGA Settlement and will be
28 issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

1 The Settlement Administrator may not reject a Request for Exclusion as invalid because it fails
2 to contain all the information specified in the Class Notice. The Settlement Administrator shall accept
3 any Request for Exclusion as valid if the Settlement Administrator can reasonably ascertain the
4 identity of the person as a Class Member and the Class Member's desire to be excluded. The
5 Settlement Administrator's determination shall be final and not appealable or otherwise susceptible to
6 challenge. If the Settlement Administrator has reason to question the authenticity of a Request for
7 Exclusion, the Settlement Administrator may demand additional proof of the Class Member's identity.
8 The Settlement Administrator's determination of authenticity shall be final and not appealable or
9 otherwise susceptible to challenge.

10 30. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
11 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
12 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
13 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
14 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's
15 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely
16 and complete and which were not), and also attach them to a declaration that is to be filed with the
17 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel
18 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or
19 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or
20 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of
21 whether they have submitted a Notice of Objection.

22 31. Reports by the Settlement Administrator. The Settlement Administrator shall provide
23 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
24 Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of
25 Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class
26 Members who have submitted Notices of Objection. Any information provided to Class Counsel shall
27 not contain any personal identifying information (e.g., names and contact information) of the Class
28 Members. Additionally, the Settlement Administrator will provide to counsel for the Parties any

1 updated reports regarding the administration of the Settlement Agreement as needed or requested, and
2 immediately notify the Parties when it receives a request from an individual or any other entity
3 regarding inclusion in the Class and/or Settlement or regarding a Dispute.

4 32. Defendant's Right to Rescind. If more than five percent (5%) of the Class Members
5 submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement
6 Agreement, but is not obligated to do so. Defendant must exercise this right of rescission in writing
7 that is provided to Class Counsel within seven (7) calendar days of the Settlement Administrator
8 notifying the Parties of the number of Class Members who have submitted timely and valid Requests
9 for Exclusion following the Response Deadline. If Defendant exercises this option, Defendant shall
10 pay any costs of settlement administration owed to the Settlement Administrator incurred up to that
11 date.

12 33. Certification of Completion. Upon completion of notice administration and
13 disbursement of the Settlement, and no later than fourteen (14) calendar days before any deadline set
14 by the Court, the Settlement Administrator will provide to counsel for all Parties, that will be filed in
15 Court, written declarations under oath to certify such completion of the notice administration and
16 disbursement of all payments required under the Settlement.

17 34. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
18 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
19 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)
20 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'
21 Fees and Costs; (e) Enhancement Payments; and (f) Settlement Administration Costs. The Final
22 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.
23 Plaintiffs and Class Counsel will be responsible for drafting the motion seeking Final Approval of the
24 Settlement. By way of said motion, Plaintiffs will apply for the entry of the Final Approval Order and
25 Judgment, which will provide for, in substantial part, the following:

26 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
27 consummation of its terms and provisions;

28 b. Certification of the Settlement Class;

- 1 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
2 d. Approval of the application for Enhancement Payments to Plaintiffs;
3 e. Directing Defendant to fund all amounts due under the Settlement Agreement
4 and ordered by the Court; and
5 f. Entering judgment in the Action, while maintaining continuing jurisdiction, in
6 conformity with California Rules of Court 3.769 and the Settlement Agreement.

7 35. Funding of the Gross Settlement Amount. No later than thirty (30) business days after
8 the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement
9 Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established
10 by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement
11 Administrator to calculate necessary payroll taxes including its official name, 8-digit state
12 unemployment insurance tax ID number, and other information requested by the Settlement
13 Administrator no later than ten (10) business days after the Effective Date or the date of the Settlement
14 Administrator's request, whichever is later.

15 36. Distribution of the Gross Settlement Amount. Within ten (10) business days of the
16 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual
17 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,
18 LWDA Payment to the LWDA, Enhancement Payments to Plaintiffs, Attorneys' Fees and Costs to
19 Class Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also
20 set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and
21 timely forward these to the appropriate government authorities.

22 37. Settlement Checks. The Settlement Administrator will be responsible for undertaking
23 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
24 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
25 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the
26 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
27 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
28 Members and PAGA Employees are not required to submit a claim to be issued an Individual
Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and

1 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
2 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
3 associated with such canceled checks shall be distributed by the Settlement Administrator to the State
4 of California's Unclaimed Property Division in the name of the Settlement Class Member and/or
5 PAGA Employee. The Parties agree that this disposition results in no "unpaid residue" under
6 California Civil Procedure Code Section 384, as the entire Net Settlement Amount will be paid out to
7 Settlement Class Members, whether or not they cash or deposit their settlement checks. Therefore,
8 Defendant will not be required to pay any interest on such amounts. The Settlement Administrator
9 shall undertake amended and/or supplemental tax filings and reporting required under applicable local,
10 state, and federal tax laws that are necessitated due to the cancelation of any Individual Settlement
11 Payment and/or Individual PAGA Payment checks. Settlement Class Members whose Individual
12 Settlement Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and
13 PAGA Employees whose Individual PAGA Payment checks are canceled shall, nevertheless, be
14 bound by the PAGA Settlement.

15 38. Class Settlement Release. Upon the Effective Date and full funding of the Gross
16 Settlement Amount, the Settlement Class Members will be deemed to have fully, finally, and forever
17 released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class
18 Claims. As stated in the definitions, Released Class Claims cover any and all claims which were
19 alleged or which could have been reasonably alleged based on the factual allegations in the Operative
20 Complaint, arising during the Class Period. The Parties acknowledge that there are FLSA provisions
21 that are direct federal law counterparts that meet this definition. By virtue of this release, any claims
22 under the FLSA that are predicated on the Released Class Claims are subject to res judicata pursuant
23 to applicable law including but not limited to *Rangel v. PLS Check Cashers of California Inc.*, 899
24 F.3d 1106 (9th Cir. 2018) and therefore cannot be asserted in a future action.

25 39. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross
26 Settlement Amount, the State of California with respect to all PAGA Employees and all PAGA
27 Employees will be deemed to have fully, finally, and forever released, settled, compromised,
28 relinquished, and discharged the Released Parties of all Released PAGA Claims.

1 40. Plaintiffs' General Release. Upon the Effective Date and full funding of the Gross
2 Settlement Amount, Plaintiffs, individually and on their own behalf and their respective former and
3 present spouses, representatives, agents, attorneys, heirs, administrators, successors, assigns,
4 assignors, grantees, devisees, trustees, or any other entities in which they may have an interest
5 ("Plaintiffs' Releasers"), expressly agree to release and discharge Defendant and Released Parties
6 from all liabilities, causes of actions, charges, complaints, suits, claims, obligations, costs, losses,
7 damages, liquidated damages, punitive damages, equitable relief, restitution, declaratory relief,
8 interest, rights, judgments, attorneys' fees and costs, expenses, bonds, bills, penalties, fines, and all
9 other legal responsibilities of any form whatsoever whether known or unknown, whether suspected or
10 unsuspected, whether fixed or contingent, including but not limited to those arising from any acts or
11 omissions occurring up to the date of ' the Parties' execution of this Settlement Agreement by
12 Defendant and Released Parties, including those arising under any theory of law, whether common,
13 contractual, constitutional, statutory or other of any jurisdiction, foreign or domestic, whether known
14 or unknown, whether in law or in equity, which Plaintiffs had or may claim to have had against any
15 of them by reason of any and all matters from the beginning of time to the date of the Parties' execution
16 of this Settlement Agreement including, but not limited to, those arising out of their past employment
17 with, compensation during, and/or separation from their employment with Defendant ("Plaintiffs'
18 Release"). The Plaintiffs' Release includes claims under all applicable federal, state, and local laws
19 including, but not limited to, Title VII of the Civil Rights Act of 1964 as amended, the Fair Labor
20 Standards Act, the Rehabilitation Act of 1973, the Family Medical Leave Act, the Employee
21 Retirement Income Security Act, the Consolidated Omnibus Reconciliation Act of 1986, the Equal
22 Pay Act, the Americans with Disabilities Act, the California Fair Employment and Housing Act, the
23 California Family Rights Act, the California Labor Code including, but not limited to, sections 200,
24 et seq., 970, 1102.5, 6310, and 132a, applicable California Wage Order provisions, the California
25 Government Code including, but not limited to, sections 12940 et seq. and 12945, Title 2 of the
26 California Code of Regulations § 11039, the California Civil Code, the California Business and
27 Professions Code including, but not limited to, sections 17200 et seq., the California Constitution, the
28 United States Constitution, or any laws pertaining to wrongful termination in violation of public

1 policy, defamation, breach of contract, contractual obligations generally, discrimination based upon
2 race, sex, disability, or any other protected status, retaliation, harassment, failure to prevent
3 discrimination, harassment, or retaliation, failure to provide a reasonable accommodation or engage
4 in the interactive process, and wage and hour claims (including compensation for work, overtime,
5 PTO, vacation, or any other form of compensation or reimbursement). In sum, the Plaintiffs' Release
6 shall apply to all possible claims Plaintiffs, or Plaintiffs' Releasers on Plaintiffs' behalf (or on their
7 behalf if tied to Plaintiffs' past employment with, compensation during, and/or separation from their
8 employment with Defendant), could bring against Defendant and Released Parties, whether arising in
9 statute, regulation, common law, tort, contract, or any other body of law arising before and up to the
10 date of Plaintiffs' the Parties' execution of this Settlement Agreement, whether known or unknown,
11 and including, but not limited to, those pertaining to the employment relationship between Plaintiffs
12 and Defendant.

13 41. The Plaintiffs' Release is not intended to operate as, nor shall be construed as, a release
14 or waiver of any rights and/or claims that cannot be released or waived, including worker's
15 compensation benefits or vested employee benefits, as a matter of law. Plaintiffs acknowledge that
16 they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now
17 know or believe to be true but agree, nonetheless, that the Plaintiffs' Release shall be and remain
18 effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of
19 them.

20 42. Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of the
21 Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if
22 any, of section 1542 of the Civil Code, which reads:

23 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
24 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR**
25 **HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF**
26 **KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR**
27 **HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

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1 43. Final Approval Order and Judgment. The Parties shall provide the Settlement
2 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
3 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
4 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
5 Class will be required.

6 44. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the
7 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and
8 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the
9 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,
10 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this
11 Settlement Agreement.

12 45. Effects of Termination or Rescission of Settlement. Termination or rescission of the
13 Settlement Agreement shall have the following effects:

14 a. The Settlement Agreement shall be void and shall have no force or effect, and
15 no Party shall be bound by any of its terms;

16 b. In the event the Settlement Agreement is terminated, Defendant shall have no
17 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating
18 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
19 Administrator is notified that the Settlement has been terminated;

20 c. The Preliminary Approval Order and Final Approval Order and Judgment,
21 including any order certifying the Class, shall be vacated;

22 d. The Settlement Agreement and all negotiations, statements, and proceedings
23 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
24 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

25 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
26 statements, or filings in furtherance of the Settlement (including all matters associated with the
27 mediation) shall be admissible or offered into evidence in the Action or any other action for any
28 purpose whatsoever; and

1 f. Any documents generated to bring the Settlement into effect, will be null and
2 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
3 likewise be treated as void from the beginning.

4 46. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
5 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
6 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
7 of action or right herein released and discharged.

8 47. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
9 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
10 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

11 48. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
12 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
13 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
14 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
15 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
16 expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure
17 Section 1856(a), which provide that a written agreement is to be construed according to its terms and
18 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic
19 oral or written representations or terms will modify, vary, or contradict the terms of this Settlement
20 Agreement.

21 49. Interim Stay of Proceedings. The Parties agree that upon the execution of this
22 Agreement, the litigation shall be stayed in both Actions, except to effectuate the terms of this
23 Agreement.

24 50. Amendment or Modification. Prior to the filing of the motion for preliminary approval
25 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
26 except by written agreement signed by all Parties or their representatives. After the filing of the motion
27 for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
28 Settlement Agreement except by written agreement signed by all the Parties or their representatives,
and subject to Court approval. A waiver or amendment of any provision of this Settlement Agreement
will not constitute a waiver of any other provision.

1 51. Authorization to Enter into Settlement Agreement. All Parties warrant and represent
2 that their respective counsel are expressly authorized by the Parties to negotiate this Settlement
3 Agreement and to take all appropriate action required or permitted to be taken pursuant to this
4 Settlement Agreement to effectuate its terms including executing any other documents required to
5 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
6 full authority to enter into this Settlement Agreement and further intend that this Settlement
7 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
8 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
9 confidentiality provisions that otherwise might apply under state or federal law.

10 52. Signatories. It is agreed that because the members of the Class are so numerous, it is
11 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
12 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
13 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
14 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have
15 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
16 Member and PAGA Employee.

17 53. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
18 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

19 54. California Law Governs. All terms of this Settlement Agreement and attached exhibits
20 hereto will be governed by and interpreted according to the laws of the State of California.

21 55. Execution and Counterparts. This Settlement Agreement is subject only to the
22 execution of all Parties. However, this Settlement Agreement may be executed in one or more
23 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
24 copies of the signature page, will be deemed to be one and the same instrument.

25 56. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
26 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
27 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into
28 account all relevant factors, present and potential. The Parties further acknowledge that they are each
represented by competent counsel and that they have had an opportunity to consult with their counsel

1 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
2 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement
3 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
4 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

5 57. Invalidity of Any Provision. Before declaring any provision of this Settlement
6 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
7 possible consistent with applicable precedents so as to define all provisions of this Settlement
8 Agreement valid and enforceable.

9 58. Enforcement Action. In the event that one or more of the Parties institutes any legal
10 action or other proceeding against any other Party or Parties to enforce the provisions of this
11 Settlement Agreement or to declare rights and/or obligations under this Settlement, the successful
12 Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'
13 fees and costs, including expert witness fees, in connection with any enforcement actions.

14 59. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
15 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
16 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
17 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines
18 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
19 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
20 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
21 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
22 construed as an admission or concession by Defendant of any such violations or failures to comply
23 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
24 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received
25 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant
26 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
27 federal, state, local, or other applicable law.

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1 60. Use and Return of Class Data. Information provided to Class Counsel pursuant to
2 Evidence Code section 1152, and all copies and summaries of the Class List provided to Class Counsel
3 by Defendant in connection with the mediation, other settlement negotiations, or in connection with
4 the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
5 be used in any way that violates any existing contractual agreement, statute, or California Rules of
6 Court rule. Not later than ninety (90) calendar days after the Effective Date, Class Counsel shall
7 destroy all paper and electronic versions of information provided to Class Counsel pursuant to
8 Evidence Code section 1152 including, but not limited to, copies of employment records of the Class,
9 or any copies or summaries of the Class List received from Defendant unless, prior to the Effective
10 Date, Defendant makes a written request to Class Counsel for the return, rather than the destruction,
11 of the Class List.

12 61. Confidentiality. Plaintiffs and Class Counsel agree to not disclose to the media, or
13 include on any websites, blogs, social media, and/or online platforms, the terms of this Settlement
14 Agreement. Plaintiffs and Class Counsel may not publicize the Actions or the Settlement Agreement
15 including, but not limited to, using it for advertising purposes. Exceptions to the obligation of
16 confidentiality in this section are: (i) disclosures necessary to comply with the law, judicial process,
17 or for financial planning or tax preparation purposes; (ii) to obtain, seek, and maintain approval of this
18 Settlement in court and as is necessary to provide settlement information to Class Members, and (iii)
19 if any Party seeks to enforce any term or condition of this Agreement against any other Party. Nothing
20 herein shall prevent Class Counsel from disclosing this Settlement for purposes of describing their
21 qualifications as counsel in other cases or as required by a court, nor shall any terms herein preclude
22 Class Counsel from communicating with and fulfilling its obligations to Class Members or PAGA
23 Employees. To the extent permitted by law, all agreements made and orders entered during Actions
24 and in this Agreement relating to the confidentiality of information shall survive the execution of this
25 Agreement.

26 62. Captions. The captions and paragraph numbers in this Settlement Agreement are
27 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
28 intent of the provisions of this Settlement Agreement.

63. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

64. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

65. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

66. Notices. All notices, demands, and other communications to be provided concerning the Settlement Agreement shall be in writing and addressed as follows:

To Plaintiffs and Class Counsel:

Karen I. Gold

kgold@blackstonepc.com

Marissa A. Mayhood

mmayhood@blackstonepc.com

Noam Y. Reiffman

nreiffman@blackstonepc.com

Alexandra Rose

arose@blackstonepc.com

BLACKSTONE LAW, APC

8383 Wilshire Boulevard, Suite 745

Beverly Hills, California 90211

Tel: (310) 622-4278 / Fax: (855) 786-6356

David H. Yeremian

d.yeremian@d.law.com

Natalie R. Haritonian

n.haritoonian@d.law.com

Enoch J. Kim

e.kim@d.law

Matthew J. Carraher

m.carraher@d.law.com

Antonia McKee

a.bliznets@d.law.com

D.LAW, INC.
880 E Broadway
Glendale, California 91205
Tel: (818) 962-6465 / Fax: (818) 962-6469

To Defendant:
Ian B. Wieland
ian@sw2law.com
Justin G. Donner
justin@sw2law.com

SAGASER, WATKINS & WIELAND PC
5260 North Palm Avenue, Suite 400
Fresno, California 93704
Tel: (559) 421-7000 / Fax: (559) 473-1483

67. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF LAILA DROUBI

Dated: 10/17/2025

Laila Droubi
Plaintiff Laila Droubi

PLAINTIFF TAIREN WALKER

Dated: _____

Plaintiff Tairen Walker

D.LAW, INC.
880 E Broadway
Glendale, California 91205
Tel: (818) 962-6465 / Fax: (818) 962-6469

To Defendant:
Ian B. Wieland
ian@sw2law.com
Justin G. Donner
justin@sw2law.com

SAGASER, WATKINS & WIELAND PC
5260 North Palm Avenue, Suite 400
Fresno, California 93704
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IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant:

IT IS SO AGREED.

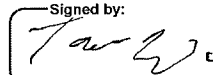
PLAINTIFF LAILA DROUBI

Dated: _____

Plaintiff Laila Droubi

PLAINTIFF TAIREN WALKER

Dated: 10/15/2025 _____

Signed by: 

3A3866FA87144AD...
Plaintiff Tairen Walker

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DEFENDANT GSF PROPERTIES, INC.

Dated: Oct 21, 2025

Shannon Zepeda
Shannon Zepeda (Oct 21, 2025 14:49:11 PDT)

Full Name: Shannon Zepeda

Title: Human Resources Director
On behalf of Defendant GSF Properties, Inc.

APPROVED AS TO FORM ONLY AND THE CONTENT OF PARAGRAPH 61:

BLACKSTONE LAW, APC

Dated: _____

Jonathan M. Genish
Karen I. Gold
Marissa A. Mayhood
Noam Y. Reiffman
Alexandra Rose
*Attorneys for Plaintiff Laila Droubi
and Proposed Class Counsel*

D.LAW, INC.

Dated: _____

David H. Yeremian
Natalie R. Haritoonian
Matthew J. Carraher
Antonia McKee
*Attorneys for Plaintiff Tairen Walker
and Proposed Class Counsel*

APPROVED AS TO FORM ONLY AND THE CONTENT OF PARAGRAPH 61:

SAGASER, WATKINS & WIELAND PC

Dated: 10/21/2025

Ian B. Wieland
Justin G. Donner
Attorneys for Defendant GSF Properties, Inc.

DEFENDANT GSF PROPERTIES, INC.

Dated: _____

Full Name: _____

Title: _____
On behalf of Defendant GSF Properties, Inc.

APPROVED AS TO FORM ONLY AND THE CONTENT OF PARAGRAPH 61:

BLACKSTONE LAW, APC



Dated: October 21, 2025

Jonathan M. Genish
Karen I. Gold
Marissa A. Mayhood
Noam Y. Reiffman
Alexandra Rose
*Attorneys for Plaintiff Laila Droubi
and Proposed Class Counsel*

D.LAW, INC.

Dated: _____

David H. Yeremian
Natalie R. Haritoonian
Matthew J. Carraher
Antonia McKee
*Attorneys for Plaintiff Tairen Walker
and Proposed Class Counsel*

APPROVED AS TO FORM ONLY AND THE CONTENT OF PARAGRAPH 61:

SAGASER, WATKINS & WIELAND PC

Dated: _____

Ian B. Wieland
Justin G. Donner
Attorneys for Defendant GSF Properties, Inc.

DEFENDANT GSF PROPERTIES, INC.

Dated: _____

Full Name: _____

Title: _____
On behalf of Defendant GSF Properties, Inc.

APPROVED AS TO FORM ONLY AND THE CONTENT OF PARAGRAPH 61:

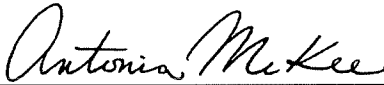
BLACKSTONE LAW, APC

Dated: _____

Jonathan M. Genish
Karen I. Gold
Marissa A. Mayhood
Noam Y. Reiffman
Alexandra Rose
*Attorneys for Plaintiff Laila Droubi
and Proposed Class Counsel*

D.LAW, INC.

Dated: October 15, 2025


David H. Yeremian
Natalie R. Haritounian
Matthew J. Carraher
Antonia McKee
*Attorneys for Plaintiff Tairen Walker
and Proposed Class Counsel*

APPROVED AS TO FORM ONLY AND THE CONTENT OF PARAGRAPH 61:

SAGASER, WATKINS & WIELAND PC

Dated: _____

Ian B. Wieland
Justin G. Donner
Attorneys for Defendant GSF Properties, Inc.

EXHIBIT "A"

NOTICE OF CLASS ACTION SETTLEMENT

Tairen Walker and Laila Droubi v. GSF Properties, Inc., et. al.
Kern County Superior Court Case No. BCV-24-100950

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced matter.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the Class Settlement, your legal rights may be affected.

This Notice is designed to advise you of your rights and options with respect to the settlement. By order of the Superior Court of California for the County of Kern (the "Court" or "Kern Superior Court"), you are notified that: preliminary approval of a class action settlement reached between Tairen Walker and Laila Droubi ("Plaintiffs") and GSF Properties Inc. ("Defendant") was issued by the Court on [Preliminary Approval Date], in the case entitled *Tairen Walker and Laila Droubi v. GSF Properties Inc., et. al.* (Case No. BCV-24-100950, hereinafter "Action"), which may affect your legal rights. Plaintiffs and Defendant are collectively referred to as the "Parties."

If you are a Class Member, you need not take any action to receive a settlement payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive payment under the Class Settlement), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully below.

1. BACKGROUND

On March 15, 2024, Plaintiff Walker filed a Class Action Complaint in the Action. On May 20, 2025, Plaintiff Walker filed a First Amended Class Action Complaint in the Action, which added a cause of action under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"). On _____, 2025, Plaintiffs filed a Second Amended Class Action Complaint in the Action, which, *inter alia*, added Plaintiff Droubi as a named plaintiff.

Plaintiffs allege that Defendant failed to pay minimum and overtime wages, failed provide compliant meal and rest periods and premium payments in lieu thereof, failed to pay reporting time pay, failed to timely pay wages during employment and at the time of termination, failed to provide compliant wage statements, failed to pay vacation wages, failed to pay earned wages, failed to keep required payroll records, and failed to reimburse necessary business expenses. They also allege violations of California Business & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil penalties under PAGA based on the aforementioned California Labor Code violations.

Plaintiffs seek, among other things, payment of (1) back wages and other relief for a class of all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period ("Class" or "Class Member(s)"); and (2) penalties under PAGA for all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period ("PAGA Employees"). The "Class Period" is the period December 13, 2019, through _____ and the "PAGA Period" is the period March 15, 2023, through _____.

Defendant denies all of the allegations in the Action or that it violated any law, and contends that it, at all times, fully complied with all applicable laws. Defendant has entered into the settlement described in this notice for the purpose of avoiding further expense associated with defending the lawsuit.

The Parties participated in mediation with a mediator and, as a result, the Parties executed a settlement agreement that settles the Action ("Settlement Agreement," "Settlement," or "Agreement").

As mentioned above, the Kern Superior Court has preliminarily approved the Settlement Agreement and has appointed ILYM Group, Inc. as the administrator of the settlement ("Settlement Administrator"), Plaintiffs as the representatives of the Class ("Class Representatives"), and D Law, Inc. and Blackstone Law, APC as counsel for the Class ("Class Counsel").

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs or to Class Members. The Court has determined only that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing.

2. SUMMARY OF THE PROPOSED SETTLEMENT

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members and PAGA Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

A. SETTLEMENT FORMULA

The total Gross Settlement Amount is One Million Four Hundred Thousand Dollars and Zero Cents (\$1,400,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to Court approval: (1) attorneys' fees in the amount of up to 35% of the Gross Settlement Amount (i.e., \$490,000.00) and reimbursement of litigation costs and expenses in the amount not to exceed \$40,000.00 to Class Counsel ("Attorneys' Fees and Costs"); (2) enhancement payments to Plaintiffs in the amounts of up to \$10,000.00 each (total, \$20,000.00) ("Enhancement Payments"); (3) fees and expenses of administration of the Settlement to the Settlement Administrator in an amount not to exceed \$13,000.00 ("Settlement Administration Costs"); and (4) \$90,000.00, which sum is allocated by the Parties to resolve the PAGA claims ("PAGA Amount") of which 75% will be distributed to the Labor and Workforce Development Agency ("LWDA Payment") and 25% will be distributed to the PAGA Employees ("PAGA Employee Amount").

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks each Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period ("Workweeks"). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiplied each Class Member's individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement. Settlement Class Members will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as ten percent (10%) wages, which will be reported on an IRS Form W-2, five percent (5%) reimbursement, and eighty-five percent (85%) of each Class Member's Individual Settlement Share will be allocated in consideration for the release executed and to settle claims for interest and penalties, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employer's share of taxes and contributions in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount ("Individual PAGA Payment") based on number of pay periods each PAGA Employee worked for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period ("Pay Periods"). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the "PAGA Pay Period Value," and multiplied each PAGA Employee's individual Pay Periods by the Pay Period Value to yield each PAGA Employee's Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments and Individual PAGA Payments will be mailed to Settlement Class Members and PAGA Employees at the address that is on file with the Settlement Administrator. If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to.

B. YOUR WORKWEEKS AND PAY PERIODS

According to payroll records, you worked [ENTER NUMBER] Workweeks during the Class Period and [ENTER NUMBER] Pay Periods during the PAGA Period.

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you may submit such dispute in writing to the Settlement Administrator ("Dispute"). A Dispute should: (a) contain the case name and number of the Action (*Walker v. GSF Properties, Inc.*, Case Number BCV-24-100950); (b) contain the Class Member's full name, signature, address, telephone number, and the last four (4) digits of the Class Member's Social Security number; (c) clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to the Class Member and what the Class Member contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the [RESPONSE DEADLINE].

C. YOUR ESTIMATED INDIVIDUAL SETTLEMENT SHARE AND INDIVIDUAL PAGA PAYMENT

Based on records, and the Parties' current assumptions, **your Individual Settlement Share is estimated to be \$ _____ (less payroll withholding) and your Individual PAGA Payment is estimated to be \$ _____.** The actual amount you may receive likely will be different and will depend on several factors. (If no amount is stated for your Individual PAGA Payment, then according to records you are not eligible for an Individual PAGA Payment because you didn't work during the PAGA Period.) Your Individual PAGA Payment is not subject to withholdings and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take several months. Your Individual Settlement Share and Individual PAGA Payment reflected in this Notice is only an estimate. Your actual Individual Settlement Share and Individual PAGA Payment may be higher or lower.

The front of every check issued for Individual Settlement Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds shall be distributed by the Settlement Administrator to the State of California's Unclaimed Property Division in your name.

D. RELEASED CLAIMS

"Effective Date" means the date both of the following have occurred: (1) the court issues Final Approval; and (2) the Final Approval Order and Judgment is final. The Final Approval Order and Judgment is final as the latest of the following occurrences: (i) if no Settlement Class Member objects to the Class Settlement, then the Effective Date will be the date of Final Approval; or (ii) if any Settlement Class Member objects to the Class Settlement, the Effective Date will be the day after the deadline for filing a notice of appeal from the Final Approval Order and Judgment; or (iii) if a timely appeal is initiated by an objector, then the Effective Date will be the day after final resolution of that appeal and the court issues remittitur (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

Upon the Effective Date and full funding of the Gross Settlement Amount, the Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims. Released Class Claims cover any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class Period. There are FLSA provisions that are direct federal law counterparts that meet this definition. By virtue of this release, any claims under the FLSA that are predicated on the Released Class Claims are subject to res judicata pursuant to applicable law including but not limited to *Rangel v. PLS Check Cashers of California Inc.*, 899 F.3d 1106 (9th Cir. 2018) and therefore cannot be asserted in a future action.

Upon the Effective Date and full funding of the Gross Settlement Amount, the State of California with respect to all PAGA Employees and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims

"Released Class Claims" means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class Period. This shall include, but not be limited to, claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, pay reporting time pay, pay vacation wages, pay earned wages, timely pay wages during employment and upon termination, provide accurate wage statements, keep required payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 246, 248, 510, 512, 558, 558.1, 1171, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq.*

"Released PAGA Claims" means any and all claims arising from any of the factual allegations in the PAGA Letter and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.* This shall include, but not be limited to, claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, pay reporting time pay, pay vacation wages, pay earned wages, timely

pay wages during employment and upon termination, provide compliant wage statements, keep required payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 246, 248, 510, 512, 558, 558.1, 1174, 1174.5, 1182.2, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq.*

“Released Parties” means Defendant and Pacific Pines and each of their current or former agents, employees, representatives, administrators, officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, assigns, owners, attorneys, accountants, receivers, advisors, consultants, partners, partnerships, parents, divisions, subsidiaries, affiliates, heirs, joint venturers, trustees, investors, fiduciaries, franchisees or franchisors, or commonly controlled corporations.

E. COURT APPROVED DEDUCTIONS FROM GROSS SETTLEMENT AMOUNT.

At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to 35% of the Gross Settlement Amount (i.e., \$490,000.00) to Class Counsel for attorneys’ fees and up to \$40,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$10,000.00 each as Enhancement Payments (total, \$20,000.00) for prosecuting the Action, working with Class Counsel, and representing the Class. The Enhancement Payments will be the only monies Plaintiffs will receive other than their Individual Settlement Payment and any Individual PAGA Payment.
- C. Up to \$13,000.00 to the Settlement Administrator for services administering the Settlement.
- D. Up to \$90,000.00 for the PAGA Amount.

Settlement Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. OPTIONS AND RIGHTS AS A CLASS MEMBER

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet issued final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and all deductions from the Gross Settlement Amount detailed therein. The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and PAGA Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have three options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Settlement Payment and/or an Individual PAGA Payment. You will automatically be issued your Individual Settlement Payment and Individual PAGA Payment, if any, unless you decide to exclude yourself from the Settlement. Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the released claims against the Released Parties as described in Section

II.D above.

- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written request (“Request for Exclusion”) to the Settlement Administrator in writing. If you opt-out of the Class Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue Class Period wage claims. You cannot opt-out of the PAGA portion of the proposed Settlement.

A Request for Exclusion must: (a) contain the case name and number of the Action (*Walker v. GSF Properties, Inc.*, Case Number BCV-24-100950); (b) contain the Class Member’s full name, signature, address, telephone number, and last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before [Response Deadline].

- (3) **Object to the Class Settlement.** You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion. If you wish to object to the Class Settlement, you may submit an objection in writing (“Notice of Objection”) to the Settlement Administrator.

A Notice of Objection must: (a) contain the case name and number of the Action (*Walker v. GSF Properties, Inc.*, Case Number BCV-24-100950); (b) contain the objector’s full name and telephone number; (c) contain a written statement of all grounds for the objection; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before [Response Deadline].

Alternatively, a Settlement Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 4 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

4. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing on [date] at [time] in Department ___ of the Kern Superior Court at _____ to determine whether it will issue final approval of the Settlement Agreement including, but not limited to, whether the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator should be awarded. The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to do so.

5. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Final Approval Order and Judgment, or any other Settlement documents is to go to the Settlement Administrator’s website at (url). You can also telephone or send an email to the Settlement Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.kern.courts.ca.gov/> and search for the case using case number (search can be performed via “Case Information” section of website - <https://www.kern.courts.ca.gov/online-services/case-information-search>). You can also make an appointment to personally review court documents in the Kern

County Superior Court (phone number: (661) 610-6000).

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR VIA THE BELOW CONTACT INFORMATION:

[Add Third-Party Administrator's Information]

EXHIBIT 2

Attorney	Total Time	Rate	Total Billable Amount
Antonia Bliznets	43	\$ 585.00	\$ 25,155.00
Matthew Carraher	27.4	\$ 475.00	\$ 13,015.00
Natalie Haritounian	9.8	\$ 925.00	\$ 9,065.00
Enoch Kim	3.6	\$ 1,045.00	\$ 3,762.00
Total	83.8		\$ 50,997.00

Paralegal	Total Time	Rate	Total Billable Amount
Jose Lopez	6.9	\$ 300.00	\$ 2,070.00
Katheryn Perez	5.1	\$ 250.00	\$ 1,275.00
Silvia Pimentel	2.8	\$ 350.00	\$ 980.00
Jonathan Morataya	2.6	\$ 300.00	\$ 780.00
Janet Linares	0.7	\$ 250.00	\$ 175.00
Anuvir Purewal	0.4	\$ 250.00	\$ 100.00
Anne Beuttel	0.3	\$ 275.00	\$ 82.50
Akiko Iwata	0.1	\$ 275.00	\$ 27.50
Total	18.9		\$ 5,490.00

Grand Total	Total Time		Total Billable Amount
Attorneys	83.8		\$ 50,997.00
Paralegals	18.9		\$ 5,490.00
Total	102.7		\$ 56,487.00

Case Number	Case Title	Entry Date	Billable Time	Attorney/Paralegal	Note
208484	Walker v. GSF Properties, Inc	3/1/24	0.3	Janet Linares	Opened new case on Neos and uploaded all docs from SharePoint. Notifying DY EOD via RC of opening of case opening, class size, and any previous filings.
208484	Walker v. GSF Properties, Inc	3/13/24	4.0	Matthew Carraher	Draft Complaint + PAGA Letter
208484	Walker v. GSF Properties, Inc	3/14/24	2.5	Natalie Haritoonian	reviewed class action complaint and PAGA letter; correspondence to MC re further revisions
208484	Walker v. GSF Properties, Inc	3/14/24	3.0	Matthew Carraher	Research claims and adjust complaint + PAGA Letter
208484	Walker v. GSF Properties, Inc	3/15/24	1.0	Matthew Carraher	Adding additional claim to Complaint
208484	Walker v. GSF Properties, Inc	3/15/24	2.5	Natalie Haritoonian	finalized complaint and PAGA letter; correspondence to KP re filing
208484	Walker v. GSF Properties, Inc	3/19/24	0.1	Janet Linares	Added associate counsel, parties and county using the filed S&C.
208484	Walker v. GSF Properties, Inc	3/19/24	0.2	Katheryn Perez	
208484	Walker v. GSF Properties, Inc	3/25/24	0.4	Katheryn Perez	Client communication
208484	Walker v. GSF Properties, Inc	3/26/24	0.1	Katheryn Perez	Client communication
208484	Walker v. GSF Properties, Inc	4/5/24	0.6	Matthew Carraher	Draft FAC + review case
208484	Walker v. GSF Properties, Inc	4/10/24	0.2	Katheryn Perez	Download ntc of cmc and email it to RL to serve with initial documents.
208484	Walker v. GSF Properties, Inc	4/10/24	0.1	Katheryn Perez	refile summons
208484	Walker v. GSF Properties, Inc	4/11/24	0.1	Katheryn Perez	Upload conformed copy of correct Summons
208484	Walker v. GSF Properties, Inc	4/16/24	0.3	Matthew Carraher	Provided Update to Client
208484	Walker v. GSF Properties, Inc	4/17/24	0.7	Katheryn Perez	Composed email to send to Walker regarding the initial documents being filed through the court.
208484	Walker v. GSF Properties, Inc	4/29/24	0.1	Katheryn Perez	Client communication
208484	Walker v. GSF Properties, Inc	5/1/24	0.5	Katheryn Perez	Client communication
208484	Walker v. GSF Properties, Inc	5/1/24	0.2	Katheryn Perez	Client communication
208484	Walker v. GSF Properties, Inc	5/1/24	0.3	Natalie Haritoonian	correspondence to client's workers' comp attorney
208484	Walker v. GSF Properties, Inc	5/2/24	0.1	Natalie Haritoonian	reviewed court filing of POS
208484	Walker v. GSF Properties, Inc	5/2/24	0.4	Katheryn Perez	Client communication
208484	Walker v. GSF Properties, Inc	5/8/24	0.1	Katheryn Perez	Uploading conformed copies
208484	Walker v. GSF Properties, Inc	5/9/24	0.4	Katheryn Perez	Client communication
208484	Walker v. GSF Properties, Inc	5/17/24	1.0	Matthew Carraher	Client Assistance + Discussion w/ DY
208484	Walker v. GSF Properties, Inc	5/20/24	0.5	Matthew Carraher	Client Discussion + Discussion w/ DY
208484	Walker v. GSF Properties, Inc	5/20/24	0.4	Natalie Haritoonian	reviewed FAC (adding PAGA); correspondence to NB re filing
208484	Walker v. GSF Properties, Inc	5/21/24	0.1	Katheryn Perez	Upload document relating to Mr. Walkers Loan.
208484	Walker v. GSF Properties, Inc	5/28/24	0.2	Natalie Haritoonian	reviewed court filing order accepting filing of FAC; updated PAGA FAC filing chart
208484	Walker v. GSF Properties, Inc	6/4/24	0.3	Katheryn Perez	
208484	Walker v. GSF Properties, Inc	6/7/24	0.2	Katheryn Perez	Client communication
208484	Walker v. GSF Properties, Inc	6/13/24	0.1	Matthew Carraher	Email OC
208484	Walker v. GSF Properties, Inc	6/25/24	0.1	Katheryn Perez	Updated conformed dates and uploaded calendar dates.
208484	Walker v. GSF Properties, Inc	6/25/24	0.1	Katheryn Perez	update calendar types.
208484	Walker v. GSF Properties, Inc	6/27/24	0.5	Silvia Pimentel	Court Call, docket check, call with the clerk. Confirmed that the July 5 should be off calendar because of filed proofs. Vacated and removed from calendar. Will save screenshot of docket for proof - just in case.
208484	Walker v. GSF Properties, Inc	7/8/24	0.2	Katheryn Perez	Upload conformed copies of NAR
208484	Walker v. GSF Properties, Inc	7/8/24	0.4	Matthew Carraher	Review Email and Update Client
208484	Walker v. GSF Properties, Inc	7/11/24	0.1	Silvia Pimentel	doc upload
208484	Walker v. GSF Properties, Inc	8/8/24	0.3	Katheryn Perez	Client communication
208484	Walker v. GSF Properties, Inc	8/20/24	0.2	Katheryn Perez	Client communication
208484	Walker v. GSF Properties, Inc	9/10/24	0.3	Matthew Carraher	Discuss case w/ Client
208484	Walker v. GSF Properties, Inc	9/11/24	0.3	Silvia Pimentel	Remote appearance, check docket and scheduled
208484	Walker v. GSF Properties, Inc	9/16/24	0.3	Matthew Carraher	Draft CMS
208484	Walker v. GSF Properties, Inc	9/16/24	0.1	Katheryn Perez	upload conformed copy.
208484	Walker v. GSF Properties, Inc	9/16/24	0.3	Silvia Pimentel	file CMS and draft ntc of remote appearance
208484	Walker v. GSF Properties, Inc	9/17/24	0.1	Silvia Pimentel	Upload MC memo and Calendar
208484	Walker v. GSF Properties, Inc	9/24/24	0.2	Natalie Haritoonian	correspondence to MC re earlier filed case
208484	Walker v. GSF Properties, Inc	9/26/24	0.3	Natalie Haritoonian	correspondence to co-counsel re mediation
208484	Walker v. GSF Properties, Inc	9/27/24	0.3	Matthew Carraher	Discuss Case w/ Client
208484	Walker v. GSF Properties, Inc	9/30/24	0.2	Natalie Haritoonian	correspondence to co-counsel re scheduling call to discuss mediation
208484	Walker v. GSF Properties, Inc	10/1/24	0.1	Silvia Pimentel	Doc drop
208484	Walker v. GSF Properties, Inc	10/1/24	0.3	Matthew Carraher	Discuss w/ Blackstone
208484	Walker v. GSF Properties, Inc	10/3/24	0.3	Natalie Haritoonian	phone call with co-counsel
208484	Walker v. GSF Properties, Inc	10/10/24	0.3	Matthew Carraher	Call W/ Client for Update
208484	Walker v. GSF Properties, Inc	10/16/24	0.2	Matthew Carraher	Speak with Client
208484	Walker v. GSF Properties, Inc	10/29/24	0.2	Silvia Pimentel	Sent JPA to client
208484	Walker v. GSF Properties, Inc	10/29/24	0.2	Matthew Carraher	Strategy Call w/ Blackstone
208484	Walker v. GSF Properties, Inc	10/30/24	3.7	Matthew Carraher	Draft Mediation Brief
208484	Walker v. GSF Properties, Inc	10/31/24	0.3	Matthew Carraher	Meet and confer w/ OC re: Informal Doc Prod
208484	Walker v. GSF Properties, Inc	11/1/24	0.4	Matthew Carraher	Finalize Med. Brief
208484	Walker v. GSF Properties, Inc	11/1/24	1.0	Natalie Haritoonian	reviewed mediation brief, damage model, case documents, etc.
208484	Walker v. GSF Properties, Inc	11/4/24	0.3	Matthew Carraher	Call w/ Client to discuss mediation
208484	Walker v. GSF Properties, Inc	11/5/24	0.6	Silvia Pimentel	Client communication
208484	Walker v. GSF Properties, Inc	11/5/24	9.0	Matthew Carraher	Prep + Attend Mediation
208484	Walker v. GSF Properties, Inc	11/5/24	0.5	Natalie Haritoonian	meeting with MC re mediation
208484	Walker v. GSF Properties, Inc	11/6/24	0.2	Matthew Carraher	Call Client and Discuss Mediation
208484	Walker v. GSF Properties, Inc	11/18/24	0.1	Silvia Pimentel	Check JPA
208484	Walker v. GSF Properties, Inc	11/27/24	0.2	Natalie Haritoonian	correspondence to co-counsel re accepted mediator's proposal
208484	Walker v. GSF Properties, Inc	12/17/24	0.3	Anne Beuttel	Pulling invoices from Rapid Legal. Saving in Dropbox files.
208484	Walker v. GSF Properties, Inc	1/21/25	0.2	Natalie Haritoonian	correspondence to co-counsel re settlement agreement
208484	Walker v. GSF Properties, Inc	2/3/25	0.1	Janet Linares	Update Mediations/Settlement info
208484	Walker v. GSF Properties, Inc	2/13/25	0.4	Antonia Bliznets	Reviewing file
208484	Walker v. GSF Properties, Inc	2/14/25	0.3	Natalie Haritoonian	correspondence to EK re upcoming hearings, upcoming deadlines, and procedural status
208484	Walker v. GSF Properties, Inc	2/14/25	0.2	Natalie Haritoonian	correspondence to defense counsel re adding EK and AB to service list and re settlement agreement
208484	Walker v. GSF Properties, Inc	2/18/25	0.1	Antonia Bliznets	Performing comprehensive review of case status update to ensure the current matter posture is accurately reflected for internal tracking and case oversight.
208484	Walker v. GSF Properties, Inc	2/18/25	0.4	Matthew Carraher	Phone call with Class Member + Discussion w/ EK

Case Number	Case Title	Entry Date	Billable Time	Attorney/Paralegal	Note
208484	Walker v. GSF Properties, Inc	2/18/25	0.2	Enoch Kim	Communicate with team re contact by class member.
208484	Walker v. GSF Properties, Inc	2/20/25	0.1	Enoch Kim	Review emails from co-counsel re drafting of settlement agreement.
208484	Walker v. GSF Properties, Inc	3/4/25	0.3	Matthew Carraher	Call w/ Client
208484	Walker v. GSF Properties, Inc	3/4/25	0.2	Enoch Kim	Confer with MC re client inquiry and status of settlement agreement.
208484	Walker v. GSF Properties, Inc	3/7/25	0.1	Antonia Bliznets	Performing comprehensive review of case status update to ensure the current matter posture is accurately reflected for internal tracking and case oversight.
208484	Walker v. GSF Properties, Inc	3/11/25	0.2	Janet Linares	Update Tofiling/JPA tab
208484	Walker v. GSF Properties, Inc	3/14/25	0.5	Antonia Bliznets	Reviewing file and following up with co-counsel re: draft agreement
208484	Walker v. GSF Properties, Inc	4/11/25	1.0	Antonia Bliznets	Redlining co-counsel's draft SA
208484	Walker v. GSF Properties, Inc	4/14/25	0.7	Antonia Bliznets	Redlining settlement agreement
208484	Walker v. GSF Properties, Inc	4/15/25	0.8	Antonia Bliznets	Drafting joint report in advance of status conference
208484	Walker v. GSF Properties, Inc	4/16/25	0.4	Antonia Bliznets	Fixing margins of joint stip and sending to EG for review and filing
208484	Walker v. GSF Properties, Inc	4/17/25	0.1	Silvia Pimentel	File check re remote appearance
208484	Walker v. GSF Properties, Inc	4/25/25	1.7	Antonia Bliznets	Finish reviewing settlement agreement, updating prior edits based on new information
208484	Walker v. GSF Properties, Inc	5/1/25	0.1	Antonia Bliznets	Performing comprehensive review of case status update to ensure the current matter posture is accurately reflected for internal tracking and case oversight.
208484	Walker v. GSF Properties, Inc	5/2/25	0.1	Antonia Bliznets	Internal conf. re SA with EK for email response to co-counsel
208484	Walker v. GSF Properties, Inc	5/5/25	0.3	Antonia Bliznets	Internal conf. re: venue for approval with EK & email to OC to confirm re: the same
208484	Walker v. GSF Properties, Inc	5/5/25	0.5	Enoch Kim	Review draft settlement agreement and confer with AB re same.
208484	Walker v. GSF Properties, Inc	5/8/25	0.3	Antonia Bliznets	Call with co-counsel re: SA draft and venue and email re: the same
208484	Walker v. GSF Properties, Inc	5/13/25	0.6	Antonia Bliznets	Reviewing Co-counsel's edits and comments to the SA and emailing a response.
208484	Walker v. GSF Properties, Inc	6/18/25	0.6	Antonia Bliznets	Calling client to provide a case update and internal conf re: the same, and email to co-counsel re: enhancements
208484	Walker v. GSF Properties, Inc	6/20/25	0.1	Antonia Bliznets	Reading OC's email and internal conf re: enhancement
208484	Walker v. GSF Properties, Inc	6/24/25	0.1	Akiko Iwata	Inputted tofiling case info to excel sheet and Neos, and linked JPA to document
208484	Walker v. GSF Properties, Inc	6/30/25	0.4	Antonia Bliznets	Call updating client, internal conf with MC, and internal email re: the same, and
208484	Walker v. GSF Properties, Inc	6/30/25	0.1	Antonia Bliznets	Email with co-counsel re: consolidated complaint
208484	Walker v. GSF Properties, Inc	6/30/25	0.3	Antonia Bliznets	Client communication
208484	Walker v. GSF Properties, Inc	7/1/25	2.3	Antonia Bliznets	Drafting amended complaint to add Plaintiff Droubi and Plaintiff Droubi's non-overlapping facts and COAs to complaint.
208484	Walker v. GSF Properties, Inc	7/1/25	0.6	Antonia Bliznets	Finish drafting amended complaint
208484	Walker v. GSF Properties, Inc	7/1/25	0.9	Antonia Bliznets	Drafting joint stipulation re: SAC
208484	Walker v. GSF Properties, Inc	7/1/25	0.5	Jonathan Morataya	Assist AB with ensuring claims are in the amended complaint.
208484	Walker v. GSF Properties, Inc	7/2/25	0.3	Antonia Bliznets	Internal conf. with JM re: amended complaint.
208484	Walker v. GSF Properties, Inc	7/2/25	0.6	Antonia Bliznets	Reviewing Amended Complaint to share with co-counsel
208484	Walker v. GSF Properties, Inc	7/2/25	2.1	Jonathan Morataya	Continue assisting AB with ensuring claims are in the amended complaint and confer with AB
208484	Walker v. GSF Properties, Inc	7/7/25	0.6	Antonia Bliznets	Reviewing co-counsel's redlines to amended complaint
208484	Walker v. GSF Properties, Inc	7/8/25	0.4	Antonia Bliznets	Phone call with client re: agreement and internal conf with EK re: the same
208484	Walker v. GSF Properties, Inc	7/8/25	0.8	Antonia Bliznets	Performing final review of SAC, following up for edits to long-form, circulating draft stip and SAC to OC, and email to co-counsel re: the same.
208484	Walker v. GSF Properties, Inc	7/8/25	0.2	Antonia Bliznets	Response email to client explaining approval process.
208484	Walker v. GSF Properties, Inc	7/11/25	0.2	Antonia Bliznets	Reading OC's email re: redlines to agreement and joint stip
208484	Walker v. GSF Properties, Inc	7/16/25	0.4	Anuvir Purewal	Docket check
208484	Walker v. GSF Properties, Inc	7/17/25	0.1	Silvia Pimentel	Calendar
208484	Walker v. GSF Properties, Inc	7/21/25	1.0	Antonia Bliznets	Reviewing defendants' and co-counsel's edits to the agreement and responding to co-counsel re: the same.
208484	Walker v. GSF Properties, Inc	7/22/25	0.6	Antonia Bliznets	Preparing for and attending cmc hearing
208484	Walker v. GSF Properties, Inc	7/24/25	0.1	Silvia Pimentel	Correspondence with AP re Ntc rejection.
208484	Walker v. GSF Properties, Inc	7/24/25	0.2	Silvia Pimentel	Calendar check
208484	Walker v. GSF Properties, Inc	8/1/25	1.6	Antonia Bliznets	Reviewing emails from OC re: settlement agreement, and joint stipulations, emails to OC and Co-counsel re: the same
208484	Walker v. GSF Properties, Inc	8/5/25	1.1	Antonia Bliznets	Review co-counsel's additional redlines, and make additional redlines and suggestions and send to co-counsel via email. Internal conf. with EK re: the same.
208484	Walker v. GSF Properties, Inc	8/5/25	0.5	Antonia Bliznets	Review OC's changes to joint stip, make additional changes and send to OC for approval for filing
208484	Walker v. GSF Properties, Inc	8/5/25	0.2	Antonia Bliznets	Reviewing email from Co-counsel to opposing counsel
208484	Walker v. GSF Properties, Inc	8/19/25	0.3	Antonia Bliznets	Reviewing email correspondence from co-counsel to opposing counsel.
208484	Walker v. GSF Properties, Inc	9/2/25	0.4	Antonia Bliznets	Reading email from co-counsel re: agreement and reviewing amended complaint and stipulation for filing.
208484	Walker v. GSF Properties, Inc	9/3/25	0.2	Antonia Bliznets	Calling client back with case update.
208484	Walker v. GSF Properties, Inc	9/12/25	0.6	Antonia Bliznets	Call with co-counsel re: Defendant's edits to agreements, review of OC's changes
208484	Walker v. GSF Properties, Inc	9/12/25	0.2	Antonia Bliznets	Preparing joint stip re: SAC for filing and submitting for filing
208484	Walker v. GSF Properties, Inc	9/12/25	0.1	Antonia Bliznets	Call to update client re: case status
208484	Walker v. GSF Properties, Inc	9/16/25	0.1	Antonia Bliznets	Executing SAC and submitting for filing
208484	Walker v. GSF Properties, Inc	9/17/25	0.5	Antonia Bliznets	Reading emails from co-counsel and mediator and internal conf. re: the same.
208484	Walker v. GSF Properties, Inc	10/1/25	0.2	Antonia Bliznets	Call with client re: status update
208484	Walker v. GSF Properties, Inc	10/2/25	1.0	Antonia Bliznets	Reading co-counsel's email, reviewing co-counsel's further redlines to the agreement, replying to co-counsel via email with suggested added language
208484	Walker v. GSF Properties, Inc	10/3/25	0.7	Antonia Bliznets	Call with co-counsel and opposing counsel re: agreement.
208484	Walker v. GSF Properties, Inc	10/3/25	0.6	Antonia Bliznets	Internal conf re: SA with EK, edits to SA sent from co-counsel, sending redline by email to co-counsel
208484	Walker v. GSF Properties, Inc	10/6/25	0.5	Antonia Bliznets	Reviewed co-counsel's email and additional changes to SA
208484	Walker v. GSF Properties, Inc	10/15/25	0.4	Antonia Bliznets	Calling client and speaking with client regarding the fact that the agreement has been sent and to set up a time to review with counsel.

Case Number	Case Title	Entry Date	Billable Time	Attorney/Paralegal	Note
208484	Walker v. GSF Properties, Inc	10/21/25	0.3	Antonia Bliznets	Reading email from co-counsel and responding re: conformed consolidated complaint.
208484	Walker v. GSF Properties, Inc	10/22/25	0.3	Antonia Bliznets	Reading email from co-counsel, updating internal tracker, and saving fully executed agreement.
208484	Walker v. GSF Properties, Inc	10/22/25	0.1	Antonia Bliznets	Calling client with case status update.
208484	Walker v. GSF Properties, Inc	10/22/25	0.3	Antonia Bliznets	Call with client re: settlement next steps.
208484	Walker v. GSF Properties, Inc	10/23/25	0.4	Antonia Bliznets	Call with partner of Plaintiff re: case status
208484	Walker v. GSF Properties, Inc	10/23/25	0.1	Antonia Bliznets	Call with client re: case status
208484	Walker v. GSF Properties, Inc	10/29/25	0.1	Antonia Bliznets	Performing comprehensive review of case status update to ensure the current matter posture is accurately reflected for internal tracking and case oversight.
208484	Walker v. GSF Properties, Inc	11/4/25	0.9	Jose Lopez	Prepare and draft counsel declaration and plaintiff declaration
208484	Walker v. GSF Properties, Inc	11/5/25	4.4	Jose Lopez	Cont. draft of counsel declaration
208484	Walker v. GSF Properties, Inc	11/13/25	1.5	Antonia Bliznets	Drafting co-counsel declaration for supervisor review.
208484	Walker v. GSF Properties, Inc	11/14/25	0.5	Antonia Bliznets	Drafting Plaintiff's decl for supervisor review
208484	Walker v. GSF Properties, Inc	11/17/25	1.5	Enoch Kim	Review and revise preliminary approval motion documents; confer with AB re same.
208484	Walker v. GSF Properties, Inc	11/17/25	1.0	Antonia Bliznets	Reviewing supervisor edits to declaration and plaintiff's declaration and making requested changes.
208484	Walker v. GSF Properties, Inc	11/17/25	0.4	Natalie Haritoonian	reviewed status of case
208484	Walker v. GSF Properties, Inc	11/19/25	1.0	Antonia Bliznets	Reviewing MPA prepared by co-counsel
208484	Walker v. GSF Properties, Inc	11/20/25	0.6	Antonia Bliznets	Calling client with case status update re: preliminary approval filing and hearing date.
208484	Walker v. GSF Properties, Inc	11/20/25	0.3	Antonia Bliznets	Emails with co-counsel re: MPA
208484	Walker v. GSF Properties, Inc	11/20/25	0.1	Antonia Bliznets	Performing comprehensive review of case status update to ensure the current matter posture is accurately reflected for internal tracking and case oversight.
208484	Walker v. GSF Properties, Inc	12/3/25	0.3	Antonia Bliznets	Reading and responding to email from prolegal
208484	Walker v. GSF Properties, Inc	12/5/25	0.3	Antonia Bliznets	Reading and responding to email from client
208484	Walker v. GSF Properties, Inc	12/17/25	1.3	Antonia Bliznets	Preparing for and attending hearing on preliminary approval
208484	Walker v. GSF Properties, Inc	1/5/26	0.6	Antonia Bliznets	Call with client and internal conf with SG re: the same.
208484	Walker v. GSF Properties, Inc	1/7/26	0.4	Antonia Bliznets	Reviewing admin generated administration timeline
208484	Walker v. GSF Properties, Inc	1/9/26	0.1	Jose Lopez	Performing comprehensive review of case status update to ensure the current matter posture is accurately reflected for internal tracking and case oversight
208484	Walker v. GSF Properties, Inc	1/29/26	0.2	Jose Lopez	Call with P re case status update
208484	Walker v. GSF Properties, Inc	2/2/26	0.3	Antonia Bliznets	Reviewing email from administrator re: mailing completion
208484	Walker v. GSF Properties, Inc	2/26/26	0.3	Antonia Bliznets	Reading and responding to correspondence re: client update; internal conf with JL re: the same
208484	Walker v. GSF Properties, Inc	3/25/26	0.3	Antonia Bliznets	Emailing co-counsel re: status of MFA
208484	Walker v. GSF Properties, Inc	3/25/26	1.5	Antonia Bliznets	Begin drafting co-counsel declaration ISO MFA
208484	Walker v. GSF Properties, Inc	3/26/26	0.3	Antonia Bliznets	Reading and responding to co-counsel's email reply
208484	Walker v. GSF Properties, Inc	4/2/26	2.0	Antonia Bliznets	Finish drafting co-counsel declaration ISO MFA, review most recent report and admin emails
208484	Walker v. GSF Properties, Inc	4/7/26	0.2	Jose Lopez	Review emails and prepare re next steps
208484	Walker v. GSF Properties, Inc	4/7/26	0.1	Jose Lopez	Case review meeting with Antonia B. re upcoming deadlines and next steps
208484	Walker v. GSF Properties, Inc	4/9/26	0.6	Antonia Bliznets	Reading emails from client and responding
208484	Walker v. GSF Properties, Inc	4/14/26	0.6	Jose Lopez	Review and revise approval motion re atty fees
208484	Walker v. GSF Properties, Inc	4/16/26	1.1	Antonia Bliznets	Reviewing administrator's declaration ISO MFA; redlining; replying
208484	Walker v. GSF Properties, Inc	4/17/26	0.8	Antonia Bliznets	Finish drafting co-counsel dec ISO MFA; emails to co-counsel re: the same, admin dec, lodestar, and costs
208484	Walker v. GSF Properties, Inc	4/20/26	0.2	Jose Lopez	Review emails re case developments and next steps
208484	Walker v. GSF Properties, Inc	4/21/26	0.2	Jose Lopez	Perform case review; draft case summary re procedural history and next steps for transition memo
208484	Walker v. GSF Properties, Inc	4/23/26	1.1	Enoch Kim	Review and revise final approval motion documents; confer with AB re same.

EXHIBIT 3

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 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)

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

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

EXHIBIT 4

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

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

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

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

EXHIBIT 5

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In this section

Salary Table 2025-LA (GW)

Wildland Firefighters under Pay Plan GW

Including Special Base Rates at Grades GS-1 through GS-15 and

Incorporating the 1.7% General Schedule Increase and a Locality Payment of 36.47%

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

Total Increase: 2.17%

Effective March 23, 2025

Hourly Basic (B) Rates by Grade and Step

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

Grade	B/O	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step
1	B	20.76	21.46	22.15	22.84	23.53	23.93	24.61	25.30	25.33	25.97
	O	31.14	32.19	33.23	34.26	35.30	35.90	36.92	37.95	38.00	38.96
2	B	22.85	23.40	24.15	24.79	25.07	25.81	26.55	27.28	28.02	28.76
	O	34.28	35.10	36.23	37.19	37.61	38.72	39.83	40.92	42.03	43.14
3	B	24.40	25.21	26.02	26.84	27.65	28.46	29.27	30.09	30.90	31.71
	O	36.60	37.82	39.03	40.26	41.48	42.69	43.91	45.14	46.35	47.57
4	B	26.78	27.68	28.57	29.46	30.36	31.25	32.14	33.03	33.93	34.82

Grade	B/O	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step
5	O	40.17	41.52	42.86	44.19	45.54	46.88	48.21	49.55	50.90	52.23
	B	29.29	30.26	31.24	32.22	33.19	34.17	35.14	36.12	37.10	38.07
	O	43.94	45.39	46.86	48.33	49.79	51.26	52.71	54.18	55.65	57.11
6	B	31.90	32.96	34.02	35.08	36.15	37.21	38.27	39.34	40.40	41.46
	O	47.85	49.44	51.03	52.62	54.23	55.82	57.41	59.01	60.60	62.19
7	B	34.61	35.76	36.91	38.07	39.22	40.38	41.53	42.68	43.84	44.99
	O	51.92	53.64	55.37	57.11	58.83	60.57	62.30	64.02	64.85	64.85
8	B	37.40	38.64	39.89	41.14	42.38	43.63	44.88	46.13	47.37	48.62
	O	56.10	57.96	59.84	61.71	63.57	64.85	64.85	64.85	64.85	64.85
9	B	40.28	41.62	42.97	44.31	45.65	46.99	48.34	49.68	51.02	52.37
	O	60.42	62.43	64.46	64.85	64.85	64.85	64.85	64.85	64.85	64.85
10	B	43.23	44.67	46.11	47.55	48.99	50.44	51.88	53.32	54.76	56.20
	O	64.85	64.85	64.85	64.85	64.85	64.85	64.85	64.85	64.85	64.85
11	B	46.26	47.80	49.34	50.88	52.43	53.97	55.51	57.05	58.59	60.13
	O	64.85	64.85	64.85	64.85	64.85	64.85	64.85	64.85	64.85	64.85
12	B	53.96	55.76	57.56	59.36	61.16	62.95	64.75	66.55	68.35	70.15
	O	64.85	64.85	64.85	64.85	64.85	64.85	64.85	66.55	68.35	70.15
13	B	62.40	64.48	66.56	68.64	70.72	72.80	74.88	76.96	79.04	81.12
	O	64.85	64.85	66.56	68.64	70.72	72.80	74.88	76.96	79.04	81.12
14	B	71.65	74.04	76.43	78.82	81.20	83.59	85.98	88.37	90.76	93.15
	O	71.65	74.04	76.43	78.82	81.20	83.59	85.98	88.37	90.76	93.15
15	B	83.05	85.82	88.59	91.36	93.53	93.53	93.53	93.53	93.53	93.53
	O	83.05	85.82	88.59	91.36	93.53	93.53	93.53	93.53	93.53	93.53

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

Note: These hourly locality rates apply to employees who meet the definition of "wildland firefighter" in 5 U.S.C. 5332a and receive special base rates under that section for service on or after March 23, 2025. Also, the wildland firefighter special base rate for GS-10, step 1, is used in computing the applicable title 5 overtime hourly rate cap under 5 U.S.C. 5542 and 5 CFR 550.113 for all FLSA-exempt wildland firefighters.

Related Information

- [Locality Pay Area Definitions](#)
- [Computation of Hourly Rates](#)
- [About OPM](#)
- [FOIA](#)
- [No FEAR Act](#)
- [Inspector General](#)
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EXHIBIT 6

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

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

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

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

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

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

EXHIBIT 7

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

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

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

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

EXHIBIT 8



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

LOCALITY PAY AREA DEFINITIONS

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

2025 Locality Pay Area Definitions

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

Most of the locations listed below are counties. The Federal Information Processing Standards (FIPS) geographic codes consist of a two-digit State and three-digit county identifier. These geographic codes are derived from the [Worldwide Geographic Location Codes](#), 1993. The only exceptions to the use of State/county codes in the locations listed below are –

- State codes are used for the Alaska and Hawaii locality pay areas, and
- State, city, and county codes are listed for three duty stations representing Joint Base McGuire-Dix-Lakehurst in the New York-Newark, NY-NJ-CT-PA, locality pay area.

Note: Section 1911 of P.L. 111-84, the Non-Foreign Area Retirement Equity Assurance Act of 2009, phased in locality pay for employees in the non-foreign areas as identified in 5 C.F.R. 591.205. Alaska and Hawaii are separate locality pay areas with separate pay tables. Other non-foreign areas are included as part of the Rest of U.S. locality pay area.

- [Alaska](#)
- [Albany-Schenectady, NY-MA](#)
- [Albuquerque-Santa Fe-Las Vegas, NM](#)
- [Atlanta--Athens-Clarke County--Sandy Springs, GA-AL](#)
- [Austin-Round Rock-Georgetown, TX](#)
- [Birmingham-Hoover-Talladega, AL](#)
- [Boston-Worcester-Providence, MA-RI-NH-CT-ME-VT](#)
- [Buffalo-Cheektowaga-Olean, NY](#)
- [Burlington-South Burlington-Barre, VT](#)
- [Charlotte-Concord, NC-SC](#)
- [Chicago-Naperville, IL-IN-WI](#)

- [Cincinnati-Wilmington-Maysville, OH-KY-IN](#)
- [Cleveland-Akron-Canton, OH-PA](#)
- [Colorado Springs, CO](#)
- [Columbus-Marion-Zanesville, OH](#)
- [Corpus Christi-Kingsville-Alice, TX](#)
- [Dallas-Fort Worth, TX-OK](#)
- [Davenport-Moline, IA-IL](#)
- [Dayton-Springfield-Kettering, OH](#)
- [Denver-Aurora, CO](#)
- [Des Moines-Ames-West Des Moines, IA](#)
- [Detroit-Warren-Ann Arbor, MI](#)
- [Fresno-Madera-Hanford, CA](#)
- [Harrisburg-Lebanon, PA](#)
- [Hartford-East Hartford, CT-MA](#)
- [Hawaii](#)
- [Houston-The Woodlands, TX](#)
- [Huntsville-Decatur, AL-TN](#)
- [Indianapolis-Carmel-Muncie, IN](#)
- [Kansas City-Overland Park-Kansas City, MO-KS](#)
- [Laredo, TX](#)
- [Las Vegas-Henderson, NV-AZ](#)
- [Los Angeles-Long Beach, CA](#)
- [Miami-Port St. Lucie-Fort Lauderdale, FL](#)
- [Milwaukee-Racine-Waukesha, WI](#)
- [Minneapolis-St. Paul, MN-WI](#)
- [New York-Newark, NY-NJ-CT-PA](#)
- [Omaha-Council Bluffs-Fremont, NE-IA](#)
- [Palm Bay-Melbourne-Titusville, FL](#)
- [Philadelphia-Reading-Camden, PA-NJ-DE-MD](#)
- [Phoenix-Mesa, AZ](#)
- [Pittsburgh-New Castle-Weirton, PA-OH-WV](#)
- [Portland-Vancouver-Salem, OR-WA](#)
- [Raleigh-Durham-Cary, NC](#)
- [Reno-Fernley, NV](#)
- [Richmond, VA](#)
- [Rochester-Batavia-Seneca Falls, NY](#)
- [Sacramento-Roseville, CA-NV](#)
- [San Antonio-New Braunfels-Pearsall, TX](#)
- [San Diego-Chula Vista-Carlsbad, CA](#)
- [San Jose-San Francisco-Oakland, CA](#)
- [Seattle-Tacoma, WA](#)
- [Spokane-Spokane Valley-Coeur d'Alene, WA-ID](#)
- [St. Louis-St. Charles-Farmington, MO-IL](#)
- [Tucson-Nogales, AZ](#)
- [Virginia Beach-Norfolk, VA-NC](#)
- [Washington-Baltimore-Arlington, DC-MD-VA-WV-PA](#)
- [Rest of U.S.](#)

Alaska

Place Name	FIPS
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State of Alaska	02
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Albany-Schenectady, NY-MA

New York

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

Massachusetts

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

New Mexico

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

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

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

Georgia

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

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

Alabama

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

Austin-Round Rock-Georgetown, TX

Texas

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

Birmingham-Hoover-Talladega, AL

Alabama

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

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

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

Massachusetts

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

Rhode Island

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

New Hampshire

Place Name**FIPS**

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

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

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

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

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

Orange County, VT	50017
Windsor County, VT	50027

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

Allegany County, NY	36003
Cattaraugus County, NY	36009

Place Name	FIPS
Erie County, NY	36029
Niagara County, NY	36063
Wyoming County, NY	36121

Burlington-South Burlington-Barre, VT

Vermont

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

Charlotte-Concord, NC-SC

North Carolina

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

South Carolina

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

Chicago-Naperville, IL-IN-WI

Illinois

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

Indiana

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

Place Name**FIPS**

Porter County, IN	18127
Starke County, IN	18149

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

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

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

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

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

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

Indiana

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

Cleveland-Akron-Canton, OH-PA

Ohio

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

Place Name**FIPS**

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

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

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

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

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

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

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

Corpus Christi-Kingsville-Alice, TX

Texas

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

Dallas-Fort Worth, TX-OK

Texas

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

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

Oklahoma

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

Davenport-Moline, IA-IL

Iowa

Place Name	FIPS
Cedar County, IA	19031

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

Illinois

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

Dayton-Springfield-Kettering, OH

Ohio

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

Denver-Aurora, CO

Colorado

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

Des Moines-Ames-West Des Moines, IA

Iowa

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

Place Name**FIPS**

Warren County, IA

19181

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

Clinton County, MI

26037

Eaton County, MI

26045

Genesee County, MI

26049

Huron County, MI

26063

Ingham County, MI

26065

Jackson County, MI

26075

Lapeer County, MI

26087

Lenawee County, MI

26091

Livingston County, MI

26093

Macomb County, MI

26099

Monroe County, MI

26115

Oakland County, MI

26125

St. Clair County, MI

26147

Sanilac County, MI

26151

Shiawassee County, MI

26155

Tuscola County, MI

26157

Washtenaw County, MI

26161

Wayne County, MI

26163

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

Fresno County, CA

06019

Kings County, CA

06031

Madera County, CA

06039

Mariposa County, CA

06043

Tulare County, CA

06107

Harrisburg-Lebanon, PA

Pennsylvania

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

Hartford-East Hartford, CT-MA

Connecticut

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

Massachusetts

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

Hawaii

Hawaii

Place Name	FIPS
State of Hawaii	15

Houston-The Woodlands, TX

Texas

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

Huntsville-Decatur, AL-TN

Alabama

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

Tennessee

Place Name**FIPS**

Lincoln County, TN

47103

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

Bartholomew County, IN

18005

Benton County, IN

18007

Blackford County, IN

18009

Boone County, IN

18011

Brown County, IN

18013

Carroll County, IN

18015

Clinton County, IN

18023

Decatur County, IN

18031

Delaware County, IN

18035

Fayette County, IN

18041

Fountain County, IN

18045

Grant County, IN

18053

Hamilton County, IN

18057

Hancock County, IN

18059

Hendricks County, IN

18063

Henry County, IN

18065

Jackson County, IN

18071

Jennings County, IN

18079

Johnson County, IN

18081

Lawrence County, IN

18093

Madison County, IN

18095

Marion County, IN

18097

Monroe County, IN

18105

Montgomery County, IN

18107

Morgan County, IN

18109

Owen County, IN

18119

Putnam County, IN

18133

Randolph County, IN

18135

Rush County, IN

18139

Shelby County, IN

18145

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

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

Missouri

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

Kansas

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

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

Laredo, TX

Texas

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

Las Vegas-Henderson, NV-AZ

Nevada

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

Arizona

Place Name	FIPS
Mohave County, AZ	04015

Los Angeles-Long Beach, CA

California

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

Miami-Port St. Lucie-Fort Lauderdale, FL

Florida

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

Milwaukee-Racine-Waukesha, WI

Wisconsin

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

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

Minneapolis-St. Paul, MN-WI

Minnesota

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

Place Name**FIPS**

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

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

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

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

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

New Jersey

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

Connecticut

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

Pennsylvania

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

Omaha-Council Bluffs-Fremont, NE-IA

Nebraska

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

Iowa

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

Palm Bay-Melbourne-Titusville, FL

Florida

Place Name	FIPS
Brevard County, FL	12009

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

Pennsylvania

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

Place Name**FIPS**

Schuylkill County, PA	42107
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New Jersey**Place Name****FIPS**

Atlantic County, NJ	34001
Burlington County, NJ	34005
Camden County, NJ	34007
Cape May County, NJ	34009
Cumberland County, NJ	34011
Gloucester County, NJ	34015
Salem County, NJ	34033

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

Kent County, DE	10001
New Castle County, DE	10003
Sussex County, DE	10005

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

Cecil County, MD	24015
Somerset County, MD	24039
Wicomico County, MD	24045
Worcester County, MD	24047

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

Gila County, AZ	04007
Maricopa County, AZ	04013
Pinal County, AZ	04021

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

Pennsylvania

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

Ohio

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

West Virginia

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

Portland-Vancouver-Salem, OR-WA

Oregon

Place Name	FIPS
Benton County, OR	41003

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

Washington

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

Raleigh-Durham-Cary, NC

North Carolina

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

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

Reno-Fernley, NV

Nevada

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

Richmond, VA

Virginia

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

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

Rochester-Batavia-Seneca Falls, NY

New York

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

Sacramento-Roseville, CA-NV

California

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

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

Nevada

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

San Antonio-New Braunfels-Pearsall, TX

Texas

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

San Diego-Chula Vista-Carlsbad, CA

California

Place Name	FIPS
San Diego County, CA	06073

San Jose-San Francisco-Oakland, CA

California

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

Seattle-Tacoma, WA

Washington

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

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

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

Washington

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

Idaho

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

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

Missouri

Place Name	FIPS
Crawford County, MO	29055

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

Illinois

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

Tucson-Nogales, AZ

Arizona

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

Virginia Beach-Norfolk, VA-NC

Virginia

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

North Carolina

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

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

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

District of Columbia

Place Name	FIPS
District of Columbia, DC	11001

Maryland

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

Virginia

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

West Virginia

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

Pennsylvania

Place Name**FIPS**

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

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

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

EXHIBIT 9

Walker v. GSF Properties, Inc.
Litigation Costs

Service Date		Details		Provider		Amount
3/15/24		LWDA Letter		LWDA		\$ 75.00
3/15/24		LWDA Letter Postage		USPS		\$ 30.09
3/21/24		Summons & Complaint		Rapid Legal		\$ 1,493.24
4/10/24		Summons Filing		Rapid Legal		\$ 15.04
4/12/24		Process of Service - Summons & Complaint to GSF Properties		Rapid Legal		\$ 123.60
4/16/24		Process of Service - Summons & Complaint to Pacific Pines		Rapid Legal		\$ 123.60
5/8/24		Notice of Posting Jury Fees; POS of Summons		Rapid Legal		\$ 169.69
5/21/24		First Amended Complaint		Rapid Legal		\$ 15.19
6/21/24		(Rejected) Notice and Acknowledgment of Receipt to FAC		Rapid Legal		\$ 11.33
7/2/24		Notice and Acknowledgment of Receipt to FAC		Rapid Legal		\$ 15.19
9/16/24		Joint Case Management Statement; Notice of Remote Appearance		Rapid Legal		\$ 15.19
9/30/24		Notice of Change of Address		Rapid Legal		\$ 16.74
11/7/24		Expert Fee		Berger Consulting		\$ 1,276.00
12/5/24		Notice of Unavailability		Rapid Legal		\$ 15.19
4/18/25		Stipulation and Proposed Order		Rapid Legal		\$ 35.79
9/25/25		Stipulation and Proposed Order		Rapid Legal		\$ 219.42
10/17/25		Amended Complaint		Rapid Legal		\$ 15.01
12/16/25		Notice of Unavailability & Disassociation of Attorney		Rapid Legal		\$ 15.01
FUTURE		Nte of Entry of Final Order & Judgment		Rapid Legal		\$ 15.01

Total	\$ 3,695.33
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