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an individual on behalf of himself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

LEIF RODSETH, an individual on behalf
of himself and all others similarly situated,

Plaintiff,

vs.

CHICKEN COUP, LLC, doing business as
STARBIRD CHICKEN, a Delaware
limited liability company; and DOES 1
through 50, inclusive,

Defendants.

Case No. CGC-24-614442

CLASS ACTION

Assigned for All Purposes To:
Honorable Jeffrey S. Ross
Department 613

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

Date: September 11, 2026
Time: 9:30 a.m.
Dept.: 613

DECLARATION OF ENOCH J. KIM

I, Enoch J. Kim, declare as follows:

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

2. I am Senior Counsel at D.Law, Inc., and counsel for Plaintiff Leif Rodseth (“Plaintiff” or “Class Representative”) on behalf of similarly situated employees of Defendant Chicken Coup, LLC doing business as Starbird Chicken (“Defendant”) (collectively, “the Parties”).

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

CASE HISTORY

4. On May 6, 2024, Plaintiff Leif Rodseth filed a class action complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum Wages and All Hours Worked; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest Break Liability Under Code § 226.7; (5) Violation of Labor Code § 226(a); (6) Violation of Labor Code § 203; (7) Violation Labor Code § 227.3; (8) Violation Labor Code § 246; (9) Violation Labor Code § 204; (9) Failure to Keep Required Payroll Records Under Labor Code §§1174 and 1174.5 (11) Failure to Produce Requested Employment Records Under Labor Code §§ 206 and 1198.5; (12) Reimburse Necessary Business Expenses under Labor Code § 2802; and (13) Violation of California Business and Professions Code § 17200 *et seq.* (the “Action”). Simultaneously, on May 6, 2024, and pursuant to Labor Code §2699.3, subd.(a), Plaintiff gave timely notice to the LWDA and Defendant that Plaintiff intended to proceed with a representative action under PAGA (LWDA-CM-1026652-24). On August 15, 2024, after the 65-day statutory period had passed, Plaintiff filed his First Amended Complaint on August 15, 2024, which added a cause of action for penalties under PAGA, Labor Code § 2698.

1 5. After conducting formal discovery, exchanging and reviewing and informal
2 discovery and participating in mediation, the Parties reached a settlement. On March 24, 2026, this
3 Court entered the Preliminary Approval Order. Pursuant to the court's requirements for
4 Preliminary Approval of the settlement, Plaintiff filed a Second Amended Complaint on April 3,
5 2026 ("Operative Complaint").

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

22 7. To reiterate, under the terms of the proposed Settlement, the amount available for
23 distribution to Class Members who do not opt-out of the Settlement is \$720,550.00 less the
24 following deductions: (1) up to \$240,183.33 to Class Counsel for attorneys' fees; (2) \$25,734.70
25 to Class Counsel for reimbursement of actual costs incurred in prosecuting the Action; (3) up to
26 \$5,000.00 to Plaintiff Leif Rodseth for the Class Representative Service Award; (4) up to
27 \$13,950.00 for Settlement Administrator Costs to Apex Class Action ("Apex"); and (5) the PAGA
28 Payment of \$72,055.00 for claims asserted under California's Private Attorneys General Act

1 (“PAGA”), of which \$54,041.25 allocated to the California Labor and Workforce Development
2 Agency (“LWDA”), and 25% or \$18,013.75 will be payable to the PAGA Employees on a *pro*
3 *rata* basis (“PAGA Settlement Payment”).

4 8. From my experience in wage and hour litigation, the present Settlement has
5 resulted in a substantial benefit to Class Members. In fact, the highest Individual Settlement
6 Payment to a Settlement Class Member is currently estimated to be approximately \$1,637.47, the
7 average Individual Settlement Payment is currently estimated to be approximately \$223.90, and
8 the lowest Individual Settlement Payment is currently estimated to be approximately \$5.81.
9 (Declaration of Tarus Dancy, filed concurrently herewith (“Dancy Decl.”), ¶ 16.)

10 SETTLEMENT ADMINISTRATION

11 9. After the Court entered the Preliminary Approval Order, Apex sent the Notice to all
12 1,606 Class Members’ last-known mailing addresses using U.S. First Class Mail, and made
13 significant efforts to locate Class Members, including performing skip traces on those employees
14 who could not be located. (Dancy Decl., ¶¶ 6 – 8).

15 10. Of the 1,606 Class Members who were sent the Notice, Apex received 321 returned
16 Notices as undeliverable. (*Id.* at ¶ 8.) Apex conducted a computerized skip trace on the 321
17 returned Notices in order to acquire updated addresses for the purpose of re-mailing the Notice.
18 (*Id.*) The skip trace effort resulted in obtaining 121 updated addresses, to which Apex promptly re-
19 mailed the Notices via U.S. First Class Mail. (*Id.*) As of the date of the Settlement Administrator’s
20 declaration, there have been 121 Notices re-mailed as a result of Apex’s skip tracing efforts, and
21 200 Notices have been considered undeliverable as no updated address was found despite
22 conducting skip tracing. (*Id.* at ¶ 9.)

23 11. Notices were distributed in accordance with the Court’s Preliminary Approval
24 Order, and the response was excellent. Here, the deadline for submitting a Request for Exclusion
25 from the Settlement, disputing the number of Qualified Workweeks, and objecting to the
26 Settlement was August 25, 2025. (Dancy Decl., ¶¶ 11 – 13). As of the deadline, **zero Class**
27 **Members objected** to the Settlement, **zero disputed** the number of Qualified Workweeks, and
28 **only one opted out** of the Settlement. (*Id.*) Therefore, there is a total of 1,605 Settlement Class

Members. (*Id.* at ¶ 14.)

12. The fact that there was a 99.94% participation rate indicates that the persons most affected by Defendant's alleged practices and who stand to benefit most from the Settlement agree that this is an outstanding result and a strong indication that the Settlement is fair and adequate, and that Class Members found it to be so.

13. Apex requests a Settlement Administrator Costs payment of \$13,950.00. (*Id.* at ¶ 19.)

REQUEST FOR ATTORNEYS' FEES AND COSTS

14. The preliminarily approved Settlement calls for the payment of up to \$240,183.33 in attorneys' fees, plus up to \$30,000.00 of Class Counsel's costs (Class Counsel's actual costs in this matter are \$25,734.70, which is less than the allocated amount in the Settlement Agreement). This request is fair, reasonable, and adequate to compensate Class Counsel for the substantial work they have put into this case and the risk they assumed by taking it in the first place. The attorneys' fees award is intended to reimburse Class Counsel for all uncompensated work that they have already done and for all the work they will continue to do in carrying out and overseeing the administration of the Settlement. To provide the Court with an overview of the work done by Class Counsel in this case, Class Counsel's contemporaneous time records substantiating the 183.6 hours worked is attached hereto as **Exhibit 1**. This detailed summary is intended to provide the Court with sufficient detail to of the tasks performed in connection with specific motions, events, or phases that track the progress of the litigation from our initial investigation through settlement.

The Lodestar Method

15. Class Counsel's lodestar calculation supports the requested attorneys' fees. The lodestar calculation typically proceeds in three steps. First, a trial court must determine a baseline guide or "lodestar" figure based on the time spent and reasonable hourly compensation for each attorney involved in the case. *Serrano v. Priest* (1975) 20 Cal.3d 25, 48. The court then sets a reasonable hourly fee to apply to the time expended, with reference to the prevailing rates in the geographical area in which the action is pending. *Bihun v. AT&T Information System* (1993) 13

1 Cal.App.4th 976, 997. Finally, a “multiplier” is selected with reference to the following factors:
2 (1) the novelty and difficulty of issues involved, (2) the skill displayed in presenting them, (3) the
3 extent to which the nature of the litigation precluded other employment by the attorneys, and (4)
4 the contingent nature of the fee award, based on the uncertainty of prevailing on the merits and of
5 establishing eligibility for the award. *Serrano, supra*, 20 Cal.App.3d at 49.

6 16. Class Counsel charges rates commensurate with the prevailing market rates in the
7 Los Angeles and San Francisco areas for attorneys of comparable experience and skill handling
8 complex litigation. Aside from being warranted by our skill, experience and ability, Class
9 Counsel’s rates that were used in application of the lodestar cross check in this case are supported
10 by the Laffey Matrix adjusted for locality, years of experience, and attorney position. The Laffey
11 Matrix is attached hereto as **Exhibit 2**.

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

21 18. As explained below, the lodestar crosscheck yields a higher lodestar when rates
22 from the San Francisco locality adjusted Laffey Matrix are used. The hourly rates found in the
23 2025-2026 adjusted Laffey Matrix¹ focus on the costs of legal services within the Washington-
24 Baltimore-Arlington area and therefore adjustments based on differences in cost of legal services
25 in different localities allows for better assessment of reasonableness.

26
27
28 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.

1 19. I arrived at a locality adjustment rate of 1.025 by comparing the locality payment
2 adjustments to the Judiciary Salary Plan for Federal judiciary employees. Locality payment
3 adjustments are made to the base pay of Federal workers in localities where the base pay is
4 generally lower than the rates paid for the same levels of work by non-Federal workers in the same
5 locality, so that the wages of Federal workers would roughly be on par with employees within the
6 locality performing similar levels of work.² Because this metric is designed specifically to equalize
7 for wages given different market rates in different localities, a comparison of the adjustment rate
8 between the Washington-Baltimore-Arlington area and San Jose-San Francisco-Oakland area is an
9 excellent measure for determining locality adjustment to the Laffey Matrix.

10 20. The Judiciary Salary Plan (referred to in *In re HPL Techs., Inc.*) and Locality Pay
11 Table for San Jose-San Francisco-Oakland locality include a 46.34% locality adjustment. **Exhibit 3**,
12 Judiciary Salary Plan for San Jose-San Francisco-Oakland, and **Exhibit 4**, 2025 Locality Pay Table
13 for San Jose-San Francisco-Oakland, CA. In comparison, the Judiciary Salary Plan and Locality Pay
14 Table for Washington-Baltimore-Arlington locality include a 33.94% locality adjustment. **Exhibit 5**,
15 Judiciary Salary Plan for Washington-Baltimore-Arlington, and **Exhibit 6**, 2025 Locality Pay Table
16 for Washington-Baltimore-Arlington. The Locality Pay Area Definitions defining counties within San
17 Jose-San Francisco-Oakland, CA is attached hereto as **Exhibit 7**.

18 21. This means that legal workers in the San Jose-San Francisco-Oakland made
19 roughly 12.4% more than comparable legal workers in the Washington-Baltimore-Arlington area
20 (46.34% - 33.94%). Therefore, an adjustment rate of 1.025 to the Laffey Matrix provides a
21 satisfactory adjustment to the Laffey Matrix to adjust for locally prevalent rates of pay in San
22 Francisco County.

23 22. In applying the locality adjustment rate of 1.025 to the Laffey Matrix for attorneys
24 working in Alameda County, Calaveras County, Contra Costa County, Marin County, Merced
25 County, Monterey County, Napa County, San Benito County, San Francisco County, San Joaquin
26 County, San Mateo County, Santa Clara County, Santa Cruz County, Solano County, Sonoma
27 County, and Stanislaus County over the Washington-Baltimore-Arlington area stated in the Laffey
28

² 5 U.S. §5302(6)

Matrix, the 2025-2026 Adjusted Laffey Matrix hourly rates adjusted for San Francisco County are:

Year	Adj. Factor **	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20+
6/1/25- 5/31/26	0.025	\$283.925	\$520.70	\$640.625	\$924.55	\$1044.475	\$1,257.675

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

24. I am Senior Counsel at D.Law where I manage the class action and PAGA settlement department. 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 5.7 hours on this matter. Given my experience and the focus of my practice in a highly specialized area of law as well as my role as Senior Counsel, my current hourly rate is \$1,350.00. The lodestar for my hours spent on this case amounts to approximately \$7,695.00 (5.7 x \$1,350.00 = \$7,695.00).

25. Senior Counsel Natalie Haritoonian received her Bachelor of Arts in political science from the University of California, Los Angeles, in 2014. She then earned her Juris Doctorate from the University of Southern California, Gould School of Law in May of 2018. Upon graduating from law school, she has exclusively focused my practice on representing

1 employees including in wage-and-hour class actions. She is experienced and qualified to evaluate
2 the class and representative claims, having obtained six and seven figure settlements against a
3 range of defendants, having been appointed as class counsel for dozens of other putative wage-
4 and-hour class-action lawsuits pending in various state and federal jurisdictions throughout
5 California. She is experienced and qualified to evaluate settlement versus trial on a fully informed
6 basis, and to evaluate the viability of the defenses. Throughout the course of this litigation, Ms.
7 Haritoonian estimates she has spent at least 61.1 hours litigating this matter. Given her experience
8 and the focus of her practice in a highly specialized area of law as well as her role as Senior
9 Counsel, her current hourly rate is \$992.00.

10 26. Associate Attorney Matthew Carraher earned his bachelor's degree from Loyola
11 Marymount University and his Juris Doctorate from Loyola Law School. He was admitted to the
12 California Bar in December 2022 and has devoted the majority of his legal career to the practice of
13 employment law. He has been appointed as class counsel for many class and representative action
14 settlements in California state court involving the gamut of wage-and-hour claims, including
15 claims for failure to pay minimum wages, unpaid wages and overtime, inaccurate pay statements,
16 failure to pay timely wages, and failure to reimburse necessary business expenses - similar to
17 claims at issue in the present matter. Throughout the course of this litigation, attorney Matthew
18 Carraher estimates he has spent at least 91.9 hours litigating this matter. Given his experience and
19 the focus of his practice in a highly specialized area of law, his current hourly rate is \$625.00.
20 Accordingly, Mr. Carraher's lodestar in this matter is \$57,437.50 ($91.9 \times \$625.00 = \$57,437.50$).

21 27. I have also reviewed the files and billable records for Samantha Smith, a former
22 attorney of D.Law, Inc. in this matter. Ms. Smith spent approximately 8.00 hours litigating this
23 matter. I am aware she graduated from UC College of the Law, San Francisco (formerly UC
24 Hastings) in 2003 and has been licensed to practice law since 2004. Ms. Smith spent
25 approximately 8.00 hours litigating this matter. Given her experience and focus of practice, her
26 current hourly rate would be \$1,472.00. Accordingly, Ms. Smith's lodestar in this matter is
\$11,776.00 ($8.00 \times \$1,472.00 = \$11,776.00$).

27 28. Managing Attorney David Yeremian graduated from UC Berkeley in 1997 and
28 received his law degree and MBA from UCLA in 2001. He is a member of the Los Angeles

1 County Bar Association and the California Employment Lawyers Association. He has been
2 honored as a Super Lawyers Rising Star in 2009, 2010, 2012-2015. He has been named and
3 honored as a Super Lawyer since 2016. In addition to the present case, he is also class or PAGA
4 counsel for other wage-and-hour class-action lawsuits pending in various counties throughout
5 California (including in federal courts). Throughout the course of this litigation, Mr. Yeremian
6 estimates he has spent at least 13 hours litigating this matter. Given his experience and the focus
7 of his practice in a highly specialized area of law as well as his role as Managing Attorney, his
8 current hourly rate is \$1,552.00. Accordingly, Mr. Yeremian's lodestar in this matter is
9 \$20,176.00 (13 x \$1,552.00 = \$20,176.00).

10 **29.** Associate Attorney Andrea Amaya Silva received her Bachelor of Arts in
11 Sociology from San Diego State University, in 2017. Ms. Amaya Silva then earned her Juris
12 Doctorate from Western School of Law in April of 2021. Since graduating law school, she has
13 devoted her practice to representing employees in all aspects of California state and federal labor
14 and employment litigation, including complex class actions, and representative actions in wage
15 and hour claims. Throughout the course of this litigation, attorney Andrea Amaya Silva estimates
16 she has spent at least 2 hours litigating this matter. Given her experience and the focus of her
17 practice, her current hourly rate is \$625.00. Accordingly, Ms. Amaya Silva's lodestar in this
18 matter is \$1,250.00 (2 x \$625.00 = \$1,250.00).

19 **30.** Associate Attorney Mason Doidge received his bachelor's degree from Eastern
20 Washington University in March 2019, and from University of California, Irvine School of Law in
21 May 2023. He has been in practice with the law firm of D.Law, Inc. since August 2024, focusing
22 exclusively in the area of employment law and has been involved in numerous cases in all aspects
23 from pre-filing through settlement, including California and Federal wage and hour class actions.
24 Throughout the course of this litigation, attorney Mason Doidge estimates he has spent at least 1.9
25 hours litigating this matter. Given his experience and the focus of his practice, his current hourly
26 rate is \$475.00. Accordingly, Mr. Doidge's lodestar in this matter is \$1,159.00 (1.9 x \$610.00 =
27 \$1,159.00).

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

<u>Attorney/Firm</u>	Total Hours	Total Billables	Costs
Enoch Kim (D.LAW)	5.7	\$7,695.00	\$25,734.70
David Yeremian (D.LAW)	13.0	\$20,176.00	
Natalie Haritounian (D.LAW)	61.1	\$60,611.20	
Matthew Carraher (D.LAW)	91.9	\$57,437.50	
Samantha Smith (D.LAW)	8.0	\$11,776.00	
Andrea Amaya (D.LAW)	2	\$1,250.00	
Mason Doidge (D.LAW)	1.9	1,159.00	
Totals:	183.6	\$160,104.70	\$25,734.70

32. Multiplying the total hours billed by Class Counsel to the litigation by their reasonable hourly rates yields a lodestar of **\$160,104.70**. Attorneys' fees requested also represent a **multiplier of 1.5**. Class Multipliers routinely range from 3 to 5, and it is not uncommon that multipliers of between 5 and 10, or higher, are applied. *See, e.g., Wilson v. Bank of Am. Natl. Trust & Savs. Assn.*, No. 643872 (Cal. Sup. Ct., Aug. 16, 1982) (multiplier of 10); *Glendora Comm. Redev. Agency v. Demeter* (1984) 155 Cal.App.3d 456, 465 (affirming multiplier of 12 and expressly rejecting the argument that fee was either exorbitant or unconscionable). The multiplier in this case of 1.5 is clearly within the reasonable range approved in lodestar crosschecks.

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

34. This case was not straightforward. Class Counsel had to spend time researching and analyzing each of these claims and issues in order to adequately assess the liability of Defendant. Class Counsel then had to develop the evidence necessary through informal discovery to establish Defendant's liability. This was done through carefully sifting through hundreds of pages of

1 documents. Class Counsel have devoted a substantial amount of time on this case, including but
2 not limited to researching various legal issues prior to and after filing this Action; drafting and
3 reviewing pleadings; conducting informal discovery; meeting and conferring with defense
4 counsel; preparing for class certification; reviewing and analyzing the documents produced by
5 Defendant; regularly communicating with Plaintiff; preparing for and attending mediation;
6 negotiating and finalizing the Settlement Agreement, including several revisions thereof; drafting
7 documents for preliminary and final approval, including documents for the administration of the
8 Settlement; drafting supplemental briefing for the hearing on the Motion for Preliminary Approval
9 of the Parties' Joint Stipulation of Class and PAGA Settlement Agreement; and coordinating and
10 overseeing the administration of the Settlement.

11 35. In sum, Class Counsel had to come up with creative approaches to these issues in
12 litigating the case and, ultimately, negotiating and crafting the Settlement. To this end, Class
13 Counsel has devoted a tremendous amount of time and energy. As shown in the table in Paragraph
14 31 above, Class Counsel have spent a substantial number of hours working on this case. This time
15 commitment was necessary in order to research, construct and prosecute viable legal claims in the
16 face of stiff opposition, but it has come at a cost. In particular, the time Class Counsel have
17 devoted to this case has prevented them from investing that time in other cases that might have
18 settled during the pendency of this litigation and yielded significant attorneys' fees. Despite these
19 considerations, Class Counsel zealously represented Plaintiff and the Class and have obtained a
20 favorable result.

21 36. Such is not always the case. Indeed, Class Counsel has invested time and money
22 into numerous other cases, including class actions, that have fizzled for one reason or another,
23 leaving Class Counsel completely without any compensation for their effort. Here, Class Counsel
24 has achieved a beneficial settlement for the Class, but this was by no means a foregone
25 conclusion; indeed, their efforts might well have been frustrated by any number of obstacles with
26 which they were presented along the way. Nor could class certification be guaranteed. In addition,
27 Defendant could have exerted pressure on Plaintiff to dismiss his claims by offering him an
28 individual settlement, an experience with which Class Counsel are not unfamiliar. However, Class

1 Counsel was able to navigate the shoals of unpredictability to achieve a desirable result, and they
2 have done so without receiving any compensation to speak of thus far because they took this case
3 on a contingency-fee basis.

4 37. From the foregoing analysis, Class Counsel's requested attorneys' fees are fair and
5 reasonable. The rates of the attorneys at our firm are reasonable and appropriate fees for both Los
6 Angeles and San Francisco Counties.

7 **The Percentage-of-the-Benefit Comparison**

8 38. In settlements where a definite monetized fund is created, it is appropriate for
9 courts to evaluate the lodestar amount as a percentage of the recovery and adjust it accordingly if
10 the lodestar differs from the range of percentage fees freely negotiated in comparable litigation.
11 *See Lealao v. Beneficial Calif., Inc.* (2000) 82 Cal.App.4th 19, 49-50.

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

18 40. Contingent-fee cases present the very real risk of working hundreds if not
19 thousands of hours that may never be entirely compensated. Moreover, while the case is being
20 litigated, counsel must pay overhead (salaries, rent, etc.), provide for their own expenses, and in
21 most cases pay the out-of-pocket expenses incurred on the plaintiff's behalf. And the prospect of a
22 court-awarded fee does not greatly reduce the risk posed by these cases. In many cases, the
23 prospect is nothing more than a potential that never materializes. First, you must win the case to
24 get a court-awarded fee; even those cases that seem strongest at the onset can be lost and
25 sometimes are lost. Second, there are always the pitfalls and unforeseen obstacles that arise along
26 the way, such as settlement offers that the client may accept without ensuring that we receive a
27 reasonable fee or changes in the law that substantially affect the merits of the case, or other
28 uncertainties involving the client. Finally, there is the great risk inherent in advancing tens if not

1 hundreds of thousands of dollars in out-of-pocket expenses. If that money were to be invested in
2 some sort of financial investment, one would expect a reasonable rate of return on that investment.
3 Here, however, the best we can hope to recover is our money, and then only if we are substantially
4 successful; if we are not, all or part of this “investment” can be lost.

5 41. Class Counsel is well acquainted with the contingent-fee market throughout
6 California, particularly as it pertains to wage-and-hour and class-action litigation. Class Counsel
7 has negotiated numerous contingency-fee agreements with plaintiffs, both as individuals and as
8 representatives in class-action suits. Many of those agreements required that counsel receive a fee
9 under certain scenarios that exceed thirty-five percent of the recovery. Plaintiff here signed a
10 retainer agreement indicating that Class Counsel could receive a fee under certain scenarios that
11 exceed one-third of the recovery, as much as 40%. Class counsel in contingency-fee cases
12 typically receive attorneys’ fees equal to or greater than a third of the gross settlement amount.
13 *See, e.g., Evans et al. v. Coca-Cola* (Los Angeles County Sup.Ct. 2001 Case No. BC 220525
14 (Hon. Richard C. Hubbell)) (approving an award of attorney’s fees of at least 33-1/3% of the
15 settlement); *Moreno v. Miller Brewing* (Los Angeles County Sup. Ct. April 2004 BC 278170
16 (Hon. David M. Minning)) (same); and *Josiah Eaton, et al. v. Adolph Coors Company* (Orange
17 County Sup. Ct. 2003 Case No. 01CC00140 (Hon. Stephen J. Sundvold)) (at least same award);
18 *Daum v. Claim Jumper Restaurants* (Orange County Sup. Ct. 2006 Case No. 02CC10201 (Hon.
19 Ronald L. Bauer)) (final approval of same); *Moore v. IKEA* (Los Angeles County Sup. Ct. 2006
20 Case No. BC 263646 (Hon. Peter Lichtman)) (final approval of same); *Big Lots Overtime Cases*
21 (San Bernardino County Sup. Ct. February 2004, JCCP Proceeding No. 4283 (Hon. Walter L.
22 Blackwell, III)) (same); and *Fitzpatrick v. Baja Fresh* (Los Angeles Super. Ct. Case No. BC
23 265578 (Hon. Anthony J. Mohr)) (same). Thus, the fees requested in this case are **significantly**
24 **less than** fees routinely awarded in other wage and hour class action settlements.

25 42. Indeed, California courts have approved attorney’s-fee awards in excess of the
26 benchmark of one-third of the settlement fund. *See Crandall v. U-Haul* (Los Angeles County Sup.
27 Ct., Case No. BC178775), the Honorable Steven Czuleger awarded a 40% attorney fee request in
28 an overtime-exemption class action; in *Bushnell v. Cremar, Inc.* (Orange County Sup. Ct., Case

No. 657778), the Honorable Donald E. Smallwood awarded attorneys' fees in the amount of 38%; in *Abzug v. Kerkorian* CA000981 (Los Angeles County Sup. Ct., November 1990), the Honorable R. William Schoettler awarded a 45% fee; in *Haitz v. Meyer, et al.*, Alameda County Sup. Ct., 8-20-1990 No. 572968-3, the court awarded a 40% fee; in *Elliott v. Clothestime* (Orange County Sup. Ct., Case No. 01-CC00333) the Honorable Jonathan Cannon awarded a 40% fee in a wage-and-hour class action which had not yet proceeded to the class certification stage; in both *Rippee v. Boston Market Corporation*, Case No.: 05 CV 1359 BTM (JMA) and *Barile v. Boston Market Corporation*, Case No.: 05 CV 1360 BTM (JMA), the Honorable Judge Barry T. Moskowitz awarded a 40% fee to plaintiff's counsel in wage-and-hour class actions that had not proceeded to the class-certification stage.

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

Costs

44. The preliminarily approved settlement calls for the payment of up to \$30,000.00 for Class Counsel's costs. The actual total costs incurred in litigating this Action for Class Counsel are \$25,734.70. Class Counsel's Cost Log is attached hereto as **Exhibit 8**. Class Counsel incurred costs including, but not limited to, filing fees (e.g. complaint, stipulation, motions), service of process, mediation fees, and attorney-service costs for court filings, all of which were necessarily and reasonably incurred to prosecute this Action and achieve a settlement that significantly benefits the Class. This, Class Counsel requests a reimbursement of their incurred costs in the amount of \$25,734.70, with the difference of the costs allocated in the Settlement Agreement and actual costs incurred to be reverted to the Net Settlement Amount.

SERVICE AWARD TO NAMED PLAINTIFF IS REASONABLE

45. Plaintiff 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

1 Defendant's wage-and-hour policies and bringing suit against Defendant. Plaintiff spent time
2 better apprising himself of his rights, deciding whether remedial action should be taken, how it
3 should be taken, searching for attorneys, and finally contacting his attorneys, who spent many
4 hours with him discussing his case, the law, and preparing for the mediation. In the end, Plaintiff
5 decided to vindicate not only his own rights but also those of his fellow employees by filing a
6 class action lawsuit.

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

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

21 48. Plaintiff spent a significant amount of time with Class Counsel detailing his
22 knowledge of Defendant's practices and assisting in the prosecution of this Action. He has
23 diligently, adequately, and fairly represented Class Members and has not placed his interests
24 above any member of the putative Class. Class Counsel believes that Plaintiff is entitled to a Class
25 Representative Service Award for the time and effort he has devoted to this case. Defendant has
26 agreed not to oppose it. Such payments to class representatives are a common feature of
27 settlements negotiated by Class Counsel.

28 49. California trial courts routinely approve enhancement payments to class

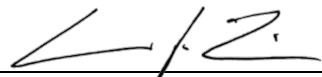
representatives in wage-and-hour class-action settlements. *See, e.g., Bennett v. Countrywide Financial Corporation* (2005) San Diego Sup. Ct. Case No. GIC840981 (\$35,000); *Hogue v. WH Smith of Nevada, Inc.* (2004) San Diego Sup. Ct. Case No. GIC830653 (\$20,000); *Fiez v. Brown Group Retail Inc., d.b.a. Famous Footwear* (2003) Orange County Sup. Ct. Case No. 01CC00381 (\$35,000 to current employee of defendant and \$20,000 to former employee); *Barry v. Cost Plus, Inc.* (2003) OCSC No. 01CC00380 (\$35,000 for each named plaintiff); *Lajoie v. The Picture People, Inc.* (2003) Orange County Sup. Ct. Case No. 01CC00324 (\$25,000 each for two named plaintiffs); *Franco v. Vans, Inc.* (2002) Orange County Sup. Ct. Case No. 01CC03995 (\$35,000 for each named plaintiff); *Crandall v. U-Haul Corporation* (2001) Los Angeles Sup. Ct. Case No. BC 178775 (\$20,000 for each named plaintiff); *Joel v. Athlete's Foot Group* (2001) Los Angeles Sup. Ct. Case No. BC 234231 (\$25,000). In light of the foregoing, Class Counsel believes the Class Representative Service Award in the amount of \$5,000 to Plaintiff is fair and reasonable.

LABOR CODE § 2699(1)(2) COMPLIANCE

50. In compliance with Labor Code §2699(1)(2), Plaintiff submitted the Settlement Agreement along with the motion for preliminary approval to the LWDA on February 6, 2026. As of the date of this submission, LWDA's website is non-functional. Accordingly, Plaintiff will submit his motion for final approval to the LWDA as soon as the LWDA's website becomes functional again.

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

Executed this 19th day of August 2026 at Pasadena, California.



Enoch J. Kim

EXHIBIT 1

Attorney	Total Time	Rate	Total Billable
Matthew Carraher	91.9	\$625.00	\$57,437.50
Natalie Haritounian	61.1	\$992.00	\$60,611.20
David Yeremian	13.0	\$1,552.00	\$20,176.00
Samantha Smith	8.0	\$1,472.00	\$11,776.00
Enoch Kim	5.7	\$1,350.00	\$7,695.00
Andrea Amaya	2.0	\$625.00	\$1,250.00
Mason Doidge	1.9	\$610.00	\$1,159.00
Total	183.6		\$160,104.70

Paralegal	Total Time	Rate	Total Billable
Anuvir Purewal	13.1	\$277.00	\$3,628.70
Silvia Pimentel	5.0	\$457.00	\$2,285.00
Katheryn Perez	3.8	\$277.00	\$1,052.60
Jose Lopez	0.8	\$277.00	\$221.60
Anne Beuttel	0.7	\$277.00	\$193.90
Anna Iwata	0.2	\$332.00	\$66.40
Janet Linares	0.2	\$277.00	\$55.40
Total	27.0		\$7,503.60

Grand Total	Total Time	Total Billable
Attorneys	183.6	\$160,104.70
Paralegals	27.0	\$7,503.60
Total	210.6	\$167,608.30

Staff ↓	Entry Date	Duration	Duration	Court Billing Description
Silvia Pimentel	3/19/2026	0.8	0 H 48M	Prep the Supp Dec, sent to MC, sent courtesy copies to the court, emailed the dept copies
	3/19/2026	0.6	0 H 36M	Prep dec waiting for Nh Approval
	8/13/2025	0.4	0 H 24M	Pull docs and save on Neos (Disc Resp and Production)
	6/5/2025	0.2	0 H 12M	Other
	5/14/2025	0.1	0 H 06M	Other
	4/22/2025	0.4	0 H 24M	Pulled Top filed case from Docket, searched LWDA for PAGA letter. Updated the Neos tab
	9/25/2024	0.3	0 H 18M	Doc upload and email to OC (we keep getting excluded from service and only DY and EMil are included)
	9/20/2024	0.3	0 H 18M	Ntc of Change of Address
	9/17/2024	0.1	0 H 06M	Upload docs, update pos
	8/29/2024	0.2	0 H 12M	update calendar re order
	8/12/2024	0.5	0 H 30M	Add OC signature lines, prepare Stip and Order for filing, Bookmark, filed and served
	7/10/2024	0.4	0 H 24M	FAC- filed and Served
	6/17/2024	0.7	0 H 42M	Updated POS, emailed Def the Ntc of CMC that was filed before their representation of def.
Subtotal	Sum	5		
Samantha Smith	3/26/2024	8	8 H 00M	research/analysis of case file, potential claims, defendant entities; draft complaint and paga letter; mtg w/RS re same; circulate drafts to RS for review
Subtotal	Sum	8		
Natalie Haritoonian	4/22/2026	0.2	0 H 12M	correspondence to MC re status of class notices being mailed out
	3/24/2026	0.2	0 H 12M	reviewed order granting plaintiff's motion for preliminary approval
	3/17/2026	1.5	1 H 30M	reviewed amended complaint; correspondence to MC re revisions
	3/3/2026	0.5	0 H 30M	reviewed correspondence from MC re Court's tentative on plaintiff's motion for preliminary approval; prepared response
	2/24/2026	0.5	0 H 30M	reviewed correspondence from Court re plaintiff's motion for preliminary approval; correspondence to MC re same
	2/23/2026	0.2	0 H 12M	reviewed court's conformed copy re plaintiff's motion for preliminary approval
	2/6/2026	9	9 H 00M	reviewed motion for preliminary approval
	2/5/2026	6	6 H 00M	began reviewing motion for preliminary approval
	1/26/2026	4	4 H 00M	reviewed defendant and MC's latest revisions to the settlement agreement; made further revisions; correspondence to MC re same
	1/20/2026	0.5	0 H 30M	reviewed case documents; updated settlement tracker spreadsheet
	1/7/2026	6	6 H 00M	reviewed defendant's revisions to the class/paga settlement agreement; made further revisions; correspondence to defense counsel re same; correspondence to MC re quotes for settlement administrators
	8/27/2025	0.5	0 H 30M	reviewed mediator's proposal; correspondence to DY re revisions to the escalator clause
	8/15/2025	0.2	0 H 12M	phone call with DY re continuing negotiations
	8/14/2025	0.1	0 H 06M	correspondence to DY re top filer
	8/1/2025	1	1 H 00M	reviewed mediation notes; phone call with DY and MC re settling this matter
	5/16/2025	0.4	0 H 24M	phone call with plaintiff's attorney from later filed case; correspondence to MC re same
	5/13/2025	0.3	0 H 18M	reviewed comparison chart re later filed case; meeting with DY re same
	5/1/2025	8	8 H 00M	mediation
	4/28/2025	9	9 H 00M	reviewed mediation brief; reviewed all documents that were produced; prepared for mediation
	4/15/2025	0.4	0 H 24M	correspondence to MC re informal discovery for mediation
	3/6/2025	0.1	0 H 06M	reviewed email correspondence sent to client re rejecting WT; updated chart
	1/7/2025	0.2	0 H 12M	correspondence to MC re informal discovery for mediation
	10/31/2024	0.5	0 H 30M	scheduled mediation; updated charts
	10/28/2024	0.4	0 H 24M	correspondence to defense counsel re mediation
	8/29/2024	0.1	0 H 06M	reviewed court filing order accepting filing of FAC; updated PAGA FAC filing chart
	8/7/2024	0.4	0 H 24M	correspondence to MC re drafting discovery requests
	7/15/2024	0.5	0 H 30M	reviewed court filing order rejecting filing of FAC; updated PAGA FAC filing chart; correspondence to MC re drafting joint stipulation re leave to amend
	6/26/2024	1.8	1 H 48M	reviewed first amended complaint; correspondence to SP re filing
	5/28/2024	0.1	0 H 06M	reviewed court filing of POS
	5/6/2024	8	8 H 00M	reviewed class action complaint and PAGA letter; finalized both documents; correspondence to KP re filing
	3/18/2024	0.5	0 H 30M	reviewed case assignment; assigned to MC
Subtotal	Sum	61.1		

Matthew Carraher	8/19/2026	2	2 H 00M	Finalize MFA
	8/13/2026	2.6	2 H 36M	Draft MFA
	8/12/2026	4.5	4 H 30M	Draft MFA
	5/5/2026	0.5	0 H 30M	Corr w/ OC re: Calculations and Mailing
	5/11/2026	0.5	0 H 30M	Corr w/ Admin re: Mailing and Final Docs
	5/19/2026	0.1	0 H 06M	Review Mailing Report
	5/29/2026	0.1	0 H 06M	Review Mailing Report
	6/12/2026	0.1	0 H 06M	Review Mailing Report
	6/21/2026	0.1	0 H 06M	Review Mailing Report
	6/26/2026	0.1	0 H 06M	Review Mailing Report
	7/6/2026	0.1	0 H 06M	Review Mailing Report
	7/10/2026	0.1	0 H 06M	Review Mailing Report
	7/17/2026	0.1	0 H 06M	Review Mailing Report
	7/24/2026	0.1	0 H 06M	Review Mailing Report
	7/31/2026	0.1	0 H 06M	Review Mailing Report
	8/3/2026	0.2	0 H 12M	Corr w/ Admin re: Declaration
	4/6/2026	0.7	0 H 42M	Review Timeline for Administration + Corr w/ OC and Admin
	6/5/2026	0.1	0 H 06M	Review Mailing Report
	4/22/2026	0.2	0 H 12M	Corr w/ NH re: Mailing
	8/7/2026	2.3	2 H 18M	Draft MFA
	8/11/2026	5.1	5 H 06M	Draft MFA
	8/8/2024	0.8	0 H 48M	Review Draft Discovery + Finalize
	5/3/2024	6.7	6 H 42M	Draft Complaint + PAGA Letter
	5/2/2024	3.2	3 H 12M	Draft Complaint and PAGA Letter
	4/6/2026	0.4	0 H 24M	Review SA Calculations and Revisions
	3/19/2026	0.7	0 H 42M	Finalize Docs for Supplemental Filing
	3/18/2026	0.4	0 H 24M	M&C w/ OC re: Amended Complaint
	3/16/2026	2.2	2 H 12M	Draft Amended Complaint
	3/24/2026	0.4	0 H 24M	Review Order Granting Prelim Approval
	3/19/2026	1.3	1 H 18M	Draft Stip to file amended Complaint
	2/25/2026	0.8	0 H 48M	Research re: Ct.'s tentative
	2/27/2026	0.4	0 H 24M	Call w/ OC re: tentative
	3/3/2026	0.6	0 H 36M	Draft Email Court + Counsel
	3/5/2026	1.3	1 H 18M	Prepare + attend hearing on MPA
	1/11/2026	0.8	0 H 48M	Review and Redline Settlement Agreement
	2/1/2026	0.5	0 H 30M	Review Settlement Agreement
	2/2/2026	1	1 H 00M	Finalize Settlement Agreement
	2/3/2026	6.8	6 H 48M	Draft Motion for Preliminay Approval
	2/4/2026	10.5	10 H 30M	Draft Motion for Preliminary Approval
	2/9/2026	0.8	0 H 48M	Prep Notice of Errata
	10/7/2025	1.1	1 H 06M	CMC Appearance + Prep
	8/1/2025	0.4	0 H 24M	Discuss Mediators proposal
	6/9/2025	1.5	1 H 30M	M&C w/ OC re: Disc. + SC + Review Draft Stipulation
	5/13/2025	0.8	0 H 48M	Draft Comparison Chart and Discuss w/ DY
	5/1/2025	8	8 H 00M	Attend Mediation + Prep
	4/28/2025	3	3 H 00M	Finalize Med. Brief
	4/25/2025	10.6	10 H 36M	Draft Mediation Brief
	3/28/2025	0.3	0 H 18M	M&C re: Informal Disc.
	3/5/2025	0.4	0 H 24M	WT Decline
	1/7/2025	0.4	0 H 24M	Draft Informal Discovery Requests
	10/31/2024	0.3	0 H 18M	Finalize Mediation + Work W/ Mediator's office
	10/22/2024	0.3	0 H 18M	Review Calendar and set mediation
	10/15/2024	0.1	0 H 06M	Email re: Deadlines
	10/15/2024	0.2	0 H 12M	Draft Email re: Mediators
	10/1/2024	0.3	0 H 18M	Schedule M&C
	10/3/2024	0.3	0 H 18M	Prep for and M&C w/ OC
	8/14/2024	1.4	1 H 24M	Draft ISC statement + M&C w/ OC
	7/24/2024	0.7	0 H 42M	Draft Stip to File FAC
	6/26/2024	0.7	0 H 42M	Draft FAC
	6/24/2024	0.6	0 H 36M	Phone Call w/ OC
	3/26/2024	0.8	0 H 48M	Phone Call w/ Client re: WT
	3/19/2024	0.4	0 H 24M	Phone call w/ Client
Subtotal	Sum	91.9		
Mason Doidge	8/8/2024	0.5	0 H 30M	Drafting discovery; once finished, sent to Roman, Natalie, and Matthew and saved to dropbox.
	8/7/2024	1.4	1 H 24M	Drafting discovery

Subtotal	Sum		1.9		
Katheryn Perez	8/20/2024	0.8	0 H 48M	Update Calendar and upload order re continuance of CMC	
	8/16/2024	0.2	0 H 12M	upload filing	
	8/15/2024	0.1	0 H 06M	check for remote appearance	
	8/14/2024	0.1	0 H 06M	Upload conformed copies.	
	7/2/2024	0.4	0 H 24M	Check docket for any updates on case, confirmed that there are no changes, hearings remain as usual.	
	6/21/2024	0.1	0 H 06M	Update excel case tracking sheet.	
	5/17/2024	0.2	0 H 12M	Update calendared dates and save documents for future filing/service.	
	5/16/2024	0.1	0 H 06M	Upload conformed copy of Proof	
	5/10/2024	0.4	0 H 24M	File proof, and update calendar.	
	5/6/2024	1.4	1 H 24M	Filed complaint and prepared proposed order.	
Subtotal	Sum		3.8		
Jose Lopez	6/22/2026	0.6	0 H 36M	Call with putative class member re case status update and intake referral	
	6/3/2026	0.2	0 H 12M	Compile and update MatthewC active case list; reflect on new settlement approval case tracker spreadsheet	
Subtotal	Sum		0.8		
Janet Linares	5/12/2025	0.2	0 H 12M	Looking up Mateo Complaint and Ntc of related case and sending to MC	
Subtotal	Sum		0.2		
Enoch Kim	8/19/2026	2.1	2 H 06M	Review and revise final approval motion documents; confer with MC re same.	
	8/17/2026	3.6	3 H 36M	Review and revise final approval motion documents; confer with MC re same.	
Subtotal	Sum		5.7		
David Yeremian	5/13/2025	0.3	0 H 18M	Confer with staff re overlapping cases	
	5/1/2025	8	8 H 00M	Attend mediation	
	4/28/2025	3.5	3 H 30M	Review mediation brief, review case file, review damage analysis	
	10/24/2023	0.7	0 H 42M	Review summary, review client file, assign case to litigation team, direct retainer package to be sent to client	
	8/14/2026	0.1	0 H 06M	Review email from staff re overlapping cases	
	8/15/2025	0.2	0 H 12M	Confer with staff re continued settlement negotiations	
	8/27/2025	0.2	0 H 12M	Confer with staff re settlement terms	
Subtotal	Sum		13		
Anuvir Purewal	4/27/2026	0.4	0 H 24M	update calendar	
	4/8/2026	1.3	1 H 18M	prep file and serve SAC	
	3/25/2026	1.4	1 H 24M	update calendar and upload order granting MPA of class and paga to LWDA	
	3/12/2026	0.6	0 H 36M	prep file and serve ntc of address and update calendar re mpa hrng deadline	
	3/5/2026	0.5	0 H 30M	update calendar	
	2/9/2026	0.8	0 H 48M	prep file and serve ntc of errata and Dec of NH	
	2/6/2026	2.6	2 H 36M	prep file and serve - MPA	
	2/6/2026	0.6	0 H 36M	upload SA to LWDA	
	2/2/2026	0.5	0 H 30M	spoke w/ client re SA and docusign	
	1/8/2026	0.2	0 H 12M	update calendar	
	1/5/2026	0.1	0 H 06M	uploading joint cmc statement	
	12/19/2025	0.6	0 H 36M	prep file serve and place order for courtesy copies re joint statement for 01,09,26 hrng	
	12/9/2025	0.6	0 H 36M	check docket and update calendar	
	10/7/2025	0.5	0 H 30M	place order for courtesy copies in adv of cmc 10.08 - upload minute order and order after cmc from 08.21.25	
	10/7/2025	0.4	0 H 24M	place order for courtesy copies	
	10/1/2025	0.3	0 H 18M	check docket re 10.08 hrng	
	9/30/2025	0.5	0 H 30M	file and serve joint status conf statement	
	9/23/2025	0.2	0 H 12M	check rapid legal per MC message for new filings	
	8/21/2025	0.2	0 H 12M	uploading JA cmc hearing memo 8.21.25	
	8/15/2025	0.1	0 H 06M	uploading pleadings from OC - joint cms 8.21.25	
	8/13/2025	0.1	0 H 06M	checking docket and confirming hearing for 08.21.25	
	7/24/2025	0.3	0 H 18M	Uploading costs	
	7/17/2025	0.3	0 H 18M	Uploading conformed copies	
Subtotal	Sum		13.1		
Anne Beuttel				drafting propounding discovery	
	5/13/2025	0.2	0 H 12M	found already drafted copies in file. waiting for confirmation	
	12/18/2024	0.5	0 H 30M	Pulling invoices from Rapid Legal. Saving in Dropbox files.	
Subtotal	Sum		0.7		
Anna Iwata	6/20/2025	0.1	0 H 06M	Uploaded topfiling case info and linked JPA to case file	
	5/28/2025	0.1	0 H 06M	Confirmed FAC was filed and date of upload	

Subtotal	Sum		0.2		
Andrea Amaya		6/17/2025	1.5	1 H 30M	Attend CMC.
		6/16/2025	0.5	0 H 30M	Review file for CMC coverage.
Subtotal	Sum		2		

EXHIBIT 2

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 3

Salary Table 2026-SF
Incorporating the 1% General Schedule Increase and a Locality Payment of 46.34%
For the Locality Pay Area of San Jose-San Francisco-Oakland, CA
Total Increase: 1%
Effective January 2026

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

Grade	B/O	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	B	\$ 15.84	\$ 16.37	\$ 16.89	\$ 17.42	\$ 17.94	\$ 18.25	\$ 18.77	\$ 19.30	\$ 19.32	\$ 19.81
	O	23.76	24.56	25.34	26.13	26.91	27.38	28.16	28.95	28.98	29.72
2	B	17.81	18.23	18.82	19.32	19.53	20.11	20.68	21.26	21.83	22.41
	O	26.72	27.35	28.23	28.98	29.30	30.17	31.02	31.89	32.75	33.62
3	B	19.43	20.08	20.72	21.37	22.02	22.67	23.32	23.96	24.61	25.26
	O	29.15	30.12	31.08	32.06	33.03	34.01	34.98	35.94	36.92	37.89
4	B	21.81	22.54	23.26	23.99	24.72	25.45	26.17	26.90	27.63	28.35
	O	32.72	33.81	34.89	35.99	37.08	38.18	39.26	40.35	41.45	42.53
5	B	24.40	25.21	26.03	26.84	27.65	28.47	29.28	30.09	30.91	31.72
	O	36.60	37.82	39.05	40.26	41.48	42.71	43.92	45.14	46.37	47.58
6	B	27.20	28.11	29.01	29.92	30.83	31.73	32.64	33.55	34.45	35.36
	O	40.80	42.17	43.52	44.88	46.25	47.60	48.96	50.33	51.68	53.04
7	B	30.23	31.23	32.24	33.25	34.26	35.26	36.27	37.28	38.29	39.29
	O	45.35	46.85	48.36	49.88	51.39	52.89	54.41	55.92	57.44	58.94
8	B	33.47	34.59	35.70	36.82	37.94	39.05	40.17	41.28	42.40	43.51
	O	50.21	51.89	53.55	55.23	56.91	58.58	60.26	61.07	61.07	61.07
9	B	36.97	38.20	39.44	40.67	41.90	43.14	44.37	45.60	46.83	48.07
	O	55.46	57.30	59.16	61.01	61.07	61.07	61.07	61.07	61.07	61.07
10	B	40.71	42.07	43.43	44.78	46.14	47.50	48.86	50.21	51.57	52.93
	O	61.07	61.07	61.07	61.07	61.07	61.07	61.07	61.07	61.07	61.07
11	B	44.73	46.22	47.72	49.21	50.70	52.19	53.68	55.17	56.66	58.16
	O	61.07	61.07	61.07	61.07	61.07	61.07	61.07	61.07	61.07	61.07
12	B	53.62	55.40	57.19	58.98	60.77	62.55	64.34	66.13	67.91	69.70
	O	61.07	61.07	61.07	61.07	61.07	62.55	64.34	66.13	67.91	69.70
13	B	63.76	65.88	68.01	70.13	72.26	74.38	76.51	78.63	80.76	82.88
	O	63.76	65.88	68.01	70.13	72.26	74.38	76.51	78.63	80.76	82.88
14	B	75.34	77.85	80.36	82.88	85.39	87.90	90.41	92.92	94.49	94.49
	O	75.34	77.85	80.36	82.88	85.39	87.90	90.41	92.92	94.49	94.49
15	B	88.62	91.57	94.49	94.49	94.49	94.49	94.49	94.49	94.49	94.49
	O	88.62	91.57	94.49	94.49	94.49	94.49	94.49	94.49	94.49	94.49

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

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

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

EXHIBIT 4

JUDICIARY SALARY PLAN
San Jose-San Francisco-Oakland, CA - Table SF
46.34% Locality Payment Included
Effective January 12, 2026

Grade	1	2	3	4	5	6	7	8	9	10
1	\$33,049	\$34,157	\$35,256	\$36,351	\$37,447	\$38,089	\$39,177	\$40,271	\$40,317	\$41,338
2	\$37,160	\$38,044	\$39,276	\$40,317	\$40,767	\$41,966	\$43,164	\$44,363	\$45,561	\$46,760
3	\$40,548	\$41,900	\$43,252	\$44,604	\$45,957	\$47,309	\$48,661	\$50,013	\$51,365	\$52,718
4	\$45,516	\$47,034	\$48,551	\$50,069	\$51,586	\$53,104	\$54,621	\$56,139	\$57,656	\$59,174
5	\$50,925	\$52,622	\$54,320	\$56,017	\$57,715	\$59,413	\$61,110	\$62,808	\$64,505	\$66,203
6	\$56,767	\$58,659	\$60,551	\$62,443	\$64,335	\$66,228	\$68,120	\$70,012	\$71,904	\$73,796
7	\$63,081	\$65,184	\$67,287	\$69,390	\$71,493	\$73,596	\$75,699	\$77,802	\$79,905	\$82,007
8	\$69,860	\$72,188	\$74,516	\$76,845	\$79,173	\$81,501	\$83,829	\$86,158	\$88,486	\$90,814
9	\$77,161	\$79,733	\$82,306	\$84,879	\$87,451	\$90,024	\$92,597	\$95,169	\$97,742	\$100,315
10	\$84,971	\$87,803	\$90,634	\$93,466	\$96,298	\$99,129	\$101,961	\$104,793	\$107,624	\$110,456
11	\$93,358	\$96,470	\$99,583	\$102,696	\$105,808	\$108,921	\$112,034	\$115,146	\$118,259	\$121,371
12	\$111,896	\$115,626	\$119,356	\$123,087	\$126,817	\$130,547	\$134,277	\$138,007	\$141,738	\$145,468
13	\$133,060	\$137,495	\$141,931	\$146,366	\$150,802	\$155,237	\$159,673	\$164,109	\$168,544	\$172,980
14	\$157,236	\$162,478	\$167,720	\$172,962	\$178,204	\$183,446	\$188,688	\$193,930	\$197,200 **	\$197,200 **
15	\$184,950	\$191,116	\$197,200 **	\$197,200 **	\$197,200 **	\$197,200 **	\$197,200 **	\$197,200 **	\$197,200 **	\$197,200 **
16	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *
17	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *
18	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *

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

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

EXHIBIT 5

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

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

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

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

EXHIBIT 6

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

Annual Rates by Grade and Step

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

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

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

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

EXHIBIT 7



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

LOCALITY PAY AREA DEFINITIONS

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

2026 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 2026 are listed below and will be the same as in calendar year 2025. 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
State of Alaska	02

Albany-Schenectady, NY-MA

New York

Place Name	FIPS
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
Berkshire County, MA	25003

Albuquerque-Santa Fe-Las Vegas, NM

New Mexico

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

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

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

Georgia

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

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

Alabama

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

Austin-Round Rock-Georgetown, TX

Texas

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

Birmingham-Hoover-Talladega, AL

Alabama

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

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

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

Massachusetts

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

Rhode Island

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

New Hampshire

Place Name**FIPS**

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

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

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

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

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

Orange County, VT	50017
Windsor County, VT	50027

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

Allegany County, NY	36003
Cattaraugus County, NY	36009

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

Burlington-South Burlington-Barre, VT

Vermont

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

Charlotte-Concord, NC-SC

North Carolina

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

South Carolina

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

Chicago-Naperville, IL-IN-WI

Illinois

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

Indiana

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

Place Name**FIPS**

Porter County, IN	18127
Starke County, IN	18149

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

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

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

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

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

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

Indiana

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

Cleveland-Akron-Canton, OH-PA

Ohio

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

Place Name**FIPS**

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

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

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

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

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

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

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

Corpus Christi-Kingsville-Alice, TX

Texas

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

Dallas-Fort Worth, TX-OK

Texas

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

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

Oklahoma

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

Davenport-Moline, IA-IL

Iowa

Place Name	FIPS
Cedar County, IA	19031

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

Illinois

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

Dayton-Springfield-Kettering, OH

Ohio

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

Denver-Aurora, CO

Colorado

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

Des Moines-Ames-West Des Moines, IA

Iowa

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

Place Name**FIPS**

Warren County, IA

19181

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

Clinton County, MI

26037

Eaton County, MI

26045

Genesee County, MI

26049

Huron County, MI

26063

Ingham County, MI

26065

Jackson County, MI

26075

Lapeer County, MI

26087

Lenawee County, MI

26091

Livingston County, MI

26093

Macomb County, MI

26099

Monroe County, MI

26115

Oakland County, MI

26125

St. Clair County, MI

26147

Sanilac County, MI

26151

Shiawassee County, MI

26155

Tuscola County, MI

26157

Washtenaw County, MI

26161

Wayne County, MI

26163

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

Fresno County, CA

06019

Kings County, CA

06031

Madera County, CA

06039

Mariposa County, CA

06043

Tulare County, CA

06107

Harrisburg-Lebanon, PA

Pennsylvania

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

Hartford-East Hartford, CT-MA

Connecticut

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

Massachusetts

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

Hawaii

Hawaii

Place Name	FIPS
State of Hawaii	15

Houston-The Woodlands, TX

Texas

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

Huntsville-Decatur, AL-TN

Alabama

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

Tennessee

Place Name**FIPS**

Lincoln County, TN

47103

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

Bartholomew County, IN

18005

Benton County, IN

18007

Blackford County, IN

18009

Boone County, IN

18011

Brown County, IN

18013

Carroll County, IN

18015

Clinton County, IN

18023

Decatur County, IN

18031

Delaware County, IN

18035

Fayette County, IN

18041

Fountain County, IN

18045

Grant County, IN

18053

Hamilton County, IN

18057

Hancock County, IN

18059

Hendricks County, IN

18063

Henry County, IN

18065

Jackson County, IN

18071

Jennings County, IN

18079

Johnson County, IN

18081

Lawrence County, IN

18093

Madison County, IN

18095

Marion County, IN

18097

Monroe County, IN

18105

Montgomery County, IN

18107

Morgan County, IN

18109

Owen County, IN

18119

Putnam County, IN

18133

Randolph County, IN

18135

Rush County, IN

18139

Shelby County, IN

18145

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

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

Missouri

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

Kansas

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

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

Laredo, TX

Texas

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

Las Vegas-Henderson, NV-AZ

Nevada

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

Arizona

Place Name	FIPS
Mohave County, AZ	04015

Los Angeles-Long Beach, CA

California

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

Miami-Port St. Lucie-Fort Lauderdale, FL

Florida

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

Milwaukee-Racine-Waukesha, WI

Wisconsin

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

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

Minneapolis-St. Paul, MN-WI

Minnesota

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

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

Wisconsin

Place Name	FIPS
Pierce County, WI	55093
Polk County, WI	55095
St. Croix County, WI	55109

New York-Newark, NY-NJ-CT-PA

New York

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

New Jersey

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

Connecticut

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

Pennsylvania

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

Omaha-Council Bluffs-Fremont, NE-IA

Nebraska

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

Iowa

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

Palm Bay-Melbourne-Titusville, FL

Florida

Place Name	FIPS
Brevard County, FL	12009

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

Pennsylvania

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

Place Name**FIPS**

Schuylkill County, PA

42107

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

Atlantic County, NJ

34001

Burlington County, NJ

34005

Camden County, NJ

34007

Cape May County, NJ

34009

Cumberland County, NJ

34011

Gloucester County, NJ

34015

Salem County, NJ

34033

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

Kent County, DE

10001

New Castle County, DE

10003

Sussex County, DE

10005

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

Cecil County, MD

24015

Somerset County, MD

24039

Wicomico County, MD

24045

Worcester County, MD

24047

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

Gila County, AZ

04007

Maricopa County, AZ

04013

Pinal County, AZ

04021

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

Pennsylvania

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

Ohio

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

West Virginia

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

Portland-Vancouver-Salem, OR-WA

Oregon

Place Name	FIPS
Benton County, OR	41003

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

Washington

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

Raleigh-Durham-Cary, NC

North Carolina

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

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

Reno-Fernley, NV

Nevada

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

Richmond, VA

Virginia

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

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

Rochester-Batavia-Seneca Falls, NY

New York

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

Sacramento-Roseville, CA-NV

California

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

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

Nevada

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

San Antonio-New Braunfels-Pearsall, TX

Texas

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

San Diego-Chula Vista-Carlsbad, CA

California

Place Name	FIPS
San Diego County, CA	06073

San Jose-San Francisco-Oakland, CA

California

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

Seattle-Tacoma, WA

Washington

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

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

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

Washington

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

Idaho

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

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

Missouri

Place Name	FIPS
Crawford County, MO	29055

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

Illinois

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

Tucson-Nogales, AZ

Arizona

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

Virginia Beach-Norfolk, VA-NC

Virginia

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

North Carolina

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

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

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

District of Columbia

Place Name	FIPS
District of Columbia, DC	11001

Maryland

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

Virginia

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

West Virginia

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

Pennsylvania

Place Name**FIPS**

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

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

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

EXHIBIT 8

Rodseth v. Chicken Coup, LLC
Litigation Costs

Service Date	Details	Provider	Amount
5/6/24	LWDA Letter	LWDA	\$ 75.00
5/7/24	Summons & Complaint	Proceed	\$ 1,551.18
5/9/24	Process of Service - Summons & Complaint	Proceed	\$ 87.55
5/16/24	POS of Summons	Proceed	\$ 11.33
5/30/24	Notice of Posting Jury Fees	Proceed	\$ 165.83
7/12/24	(Rejected) First Amended Complaint	Proceed	\$ 15.24
8/13/24	Joint Stipulation for Leave to File Amended Complaint	Proceed	\$ 35.84
8/15/24	Joint ISC Statement	Proceed	\$ 15.24
8/16/24	First Amended Complaint	Proceed	\$ 15.24
9/20/24	(Rejected) Notice of Change of Address	Proceed	\$ 15.24
9/25/24	Notice of Change of Address	Proceed	\$ 15.24
11/5/24	Mediation	Signature Resolution, LLC	\$ 10,495.00
12/9/24	Notice of Unavailability	Proceed	\$ 15.24
10/7/25	Courtesy Copy Delivery Joint Case Management Statement	Proceed	\$ 124.20
5/15/25	Expert Mediation Analysis	Berger Consulting Group	\$ 10,285.00
6/13/25	Stipulation and Proposed Order	Proceed	\$ 36.02
10/29/25	Case Management Statement	Proceed	\$ 15.32
12/22/25	Courtesy Copy Delivery of Joint Case Management Statement	Proceed	\$ 62.10
12/31/25	Joint Case Management Statement	Proceed	\$ 15.32
2/9/26	Motion for Preliminary Approval of Settlement	Proceed	\$ 77.42
2/12/26	Courtesy Copy Delivery of Motion for Preliminary Approval	Proceed	\$ 346.73
2/12/26	Notice of Errata	Proceed	\$ 15.32
2/12/26	Supplemental Declaration of NH	Proceed	\$ 15.32
2/13/26	Courtesy Copy Delivery of Notice of Errata	Proceed	\$ 293.40
2/19/26	Expert Declaration	Berger Consulting Group	\$ 877.50
3/20/26	Courtesy Copy Delivery of Supplemental Declaration of NH	Proceed	\$ 164.57
4/2/26	Declaration	Proceed	\$ 15.32
4/8/26	Notice of Change of Address	Proceed	\$ 15.32
4/8/26	Courtesy Copy Delivery of Stipulation to File SAC	Proceed	\$ 149.56
4/20/26	Stipulation and Order to File SAC	Proceed	\$ 36.02
4/21/26	Second Amended Complaint	Proceed	\$ 15.32
6/17/26	Courtesy Copy Delivery of Notice of Change of Handling Attorneys	Proceed	\$ 62.10
7/20/26	Notice of Change of Handling Attorneys	Proceed	\$ 15.32
FUTURE	Motion for Final Approval of Settlement	Proceed	\$ 77.42
FUTURE	Courtesy Copy Delivery of Motion for Final Approval	Proceed	\$ 346.73
FUTURE	Notice of Entry of Order	Proceed	\$ 18.00
FUTURE	Courtesy Copy Delivery of Notice of Entry of Order	Proceed	\$ 62.10
FUTURE	Dec of Class Admin re Final Distribution	Proceed	\$ 18.00
FUTURE	Courtesy Copy Delivery Dec of Class Admin re Final Distribution	Proceed	\$ 62.10

Total	\$ 25,734.70
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