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on behalf of himself and current and former aggrieved employees

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

JESUS YEPEZ ANDRADE, on behalf of himself
and others similarly situated,

Plaintiff,

vs.

GOLDEN STATE ENGINEERING, INC.; and
DOES 1 to 100, inclusive,

Defendants.

Case No.: 24STCV27913

PAGA ACTION

*[Assigned for all purposes to the Honorable
Nicholas F. Daum, Dept. 47]*

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

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

Hearing Information:

Date: November 13, 2025

Time: 9:00 a.m.

Dept.: 47

Res. ID.: 162136261323

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1 non-exempt employees for workdays that Defendant failed to provide legally required and
2 compliant meal periods; (4) failure to pay wages to hourly non-exempt employees for workdays that
3 Defendant failed to provide legally required and compliant rest periods; (5) failure to timely pay
4 earned wages during employment; (6) failure to provide complete and accurate wage statements;
5 and (7) failure to pay employees all wages due and owing upon separation of employment, among
6 other claims.

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

10 7. On May 29, 2025 the Parties attended an all-day mediation with experienced wage-
11 and-hour mediator Steve Mehta, Esq., and reached an agreement in principle to resolve the action.
12 Plaintiff and Plaintiff's Counsel concluded—after considering the sharply disputed factual and legal
13 issues involved on the PAGA claims, the risks attending further prosecution, and the benefits to be
14 received pursuant to the compromise and settlement of the action as set forth in the agreement—that
15 settlement was in the best interest of the representative Plaintiff, the LWDA, and the aggrieved
16 employees and is fair and reasonable and furthers the purpose of the PAGA to enforce the Labor
17 Code.

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

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

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

7 **REASONABLENESS OF THE SETTLEMENT**

8 11. In this case, the settlement was reached through arms-length bargaining, and
9 sufficient investigation was performed to allow counsel to act intelligently. As described above, the
10 parties thoroughly investigated and evaluated the factual strengths and weaknesses of this case
11 before reaching the proposed settlement and engaged in sufficient investigation and discovery,
12 appropriate to the nature of the claims and in support of the settlement. Accordingly, the settlement
13 came only after the case was fully investigated by counsel. This litigation, therefore, had reached
14 the stage where "the Parties certainly have a clear view of the strengths and weaknesses of their
15 cases" sufficient to support the settlement. (*Boyd v. Bechtel Corp.* (N.D. Cal. 1979) 485 F. Supp.
16 610, 617.)

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

24 13. Further, experienced counsel, operating at arms-length, have weighed the strengths
25 of the case and examined all of the issues and risks of litigation and endorse the proposed
26 settlement. The view of the attorneys actively conducting the litigation "is entitled to significant
27 weight" in deciding whether to approve the settlement. (*Fisher Bros. v. Cambridge Lee Industries,*

1 *Inc.* (E.D. Pa. 1985) 630 F.Supp. 482, 488; *Ellis v. Naval Air Rework Facility* (N.D. Cal. 1980) 87
2 F.R.D. 15, 18, *affd.* 661 F.2d 939 (9th Cir. 1981); *Boyd*, 485 F.Supp. at 617.) Plaintiff's Counsel is
3 experienced in similar Class Action and PAGA litigation and approve the settlement.

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

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

18 16. As consideration for this settlement, Defendant will fund a non-reversionary,
19 common fund settlement of \$450,000.00 (the "Settlement Amount") which includes: payment to the
20 California Labor and Workforce Development Agency ("LWDA") and the aggrieved employees,
21 Plaintiff's enhancement award, attorneys' fees and costs, and settlement administration costs.

22 17. To evaluate a settlement, the trial court must receive "basic information about the
23 nature and magnitude of the claims in question and the basis for concluding that the consideration
24 being paid for the release of those claims represents a reasonable compromise." (See *Kullar v.*
25 *Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133.) In evaluating the reasonableness of
26 the Settlement in this case, our office thoroughly evaluated the merits of this case and considered
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1 the nature and purpose of PAGA as well as comparable PAGA settlements reached by our firm,
2 and those obtained by other firms.

3 18. Here, the Gross Settlement Amount is appropriate in light of the underlying
4 principles of PAGA, i.e., “to ensure that settlements involving penalties arising out of Labor Code
5 Section 2699 do not undercut the dual statutory purposes of punishment or deterrence, or result in
6 unjust, arbitrary, and oppressive, or confiscatory settlements.” (See July 29, 2004 Letter by
7 Senator Dunn to the President Pro Tem of the Senate Re SB 1809). The non-reversionary
8 Settlement Amount of \$450,000.00 represents an excellent recovery that is large enough to
9 achieve PAGA’s purposes. The proposed Settlement provides a fair and reasonable monetary
10 recovery for the LWDA and the Aggrieved Employees in the face of hotly disputed claims.

11 19. Where the penalties are governed by the 2024 amendment to PAGA, plaintiffs do not
12 use the highest penalties available under these amendments to estimate the maximum potential
13 exposure of Defendant. These heightened penalties are only available where “(i) Within the five
14 years preceding the alleged violation, the agency or any court issued a finding or determination to
15 the employer that its policy or practice giving rise to the violation was unlawful” or “(ii) The court
16 determines that the employer’s conduct giving rise to the violation was malicious, fraudulent, or
17 oppressive.” Cal. Lab. Code §2699(2)(f). This mirrors the general requirement under California
18 Law that recovery of punitive, exemplary, or heightened damages for civil claims require a showing
19 that Defendant acted with malice, fraud or oppression. Civ. Code § 3294(c); See, e.g. *Samantha B.*
20 *v. Aurora Vista Del Mar, LLC* (Cal. App. 2d Dist. Apr. 5, 2022), 77 Cal. App. 5th 85, 85; *Silberg v.*
21 *Cal. Life Ins. Co.* (1974) 11 Cal.3d 452, 462 (“In order to justify an award of exemplary damages,
22 the defendant must be guilty of oppression, fraud or malice”). “Oppression” means despicable
23 conduct that subjects a person to cruel and unjust hardship in conscious disregard of that person's
24 rights. Civ. Code § 3294(c)(2). “Malice” means conduct which is intended by the defendant to cause
25 injury to the plaintiff or despicable conduct which is carried on by the defendant with a willful and
26 conscious disregard of the rights or safety of others. Civ. Code § 3294(c)(1). Under the facts of this
27 case, and the heightened burden of proving malice or oppression, Plaintiff proceeded in evaluating

1 Defendant's maximum exposure using the standard penalties available of \$100 per Pay Period. [See
2 Labor Code §2699(f)(2)(A)].

3 20. Based on the informal discovery produced by Defendant, during the PAGA Period,
4 Defendant employed approximately 176 aggrieved employees over the course of approximately
5 13,000 pay periods. Based on the data, the maximum exposure for the PAGA claim amounted to
6 approximately \$6,517,600.00, which assumes that a violation for each claim could be proven
7 during each pay period and application of subsequent violation penalties. As discussed below, this
8 degree of exposure is unlikely to be proven, and even if proved, significantly more than is likely
9 to be awarded or recovered. This amount was calculated based on the PAGA penalty calculations
10 as follows:

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

12 21. In the PAGA exhaustion letter to the LWDA, as well as the Complaint, Plaintiff
13 alleged Defendant automatically deducted 30 minutes from employees' daily hours worked and
14 attributing the same to meal periods despite routine missed, late, short, interrupted, or otherwise
15 non-compliant meal periods. Defendant also rounded total daily hours worked by Plaintiff and
16 other aggrieved employees.

17 22. Based on Plaintiff's expert's analysis of the data provided by Defendants,
18 Defendant employed approximately 176 current and former employees over the course of
19 approximately 13,000 pay periods. Therefore, Defendant's estimated maximum PAGA exposure
20 for this claim amounts to **\$1,300,000.00** which assumes that a violation for each claim could be
21 proven during each pay period.

22 23. This amount was calculated based on the PAGA penalty calculation formula:
23 Initial violation penalty x total number of pay periods = 13,000 pay periods X \$100 initial
24 violation penalty = **\$1,300,000.00**.

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

24. Plaintiff alleged that Defendant failed to provide him and other aggrieved employees with legally compliant meal periods due to Defendant's policy, practice, and/or procedure of rounding meal period punches to the nearest quarter; automatically deducting 30 minutes from employees' daily hours worked and attributing the same to meal periods despite routine missed, late, short, interrupted, or otherwise non-compliant meal periods; failing to provide full 30 minutes meal periods due to use of a bell schedule; and failing to provide a second meal period for shifts worked over 10 hours in a day. As a result of Defendants exercising such control over the Plaintiff and other current and former aggrieved California-based hourly non-exempt employees during meal periods, meal periods were not duty-free as required by California law.

25. Defendant's PAGA exposure for this claim amounts to **\$1,300,000.00**. This amount was calculated as follows: Initial violation penalty x total number of pay periods = 13,000 pay periods X \$100 initial violation penalty = **\$1,300,000.00**.

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

26. Plaintiff alleged that Defendant failed to provide Plaintiff and other current and former aggrieved California-based hourly non-exempt employees with compliant rest periods. Defendant failed to provide legally compliant, uninterrupted, off-duty rest periods for every four hours worked or major fraction thereof. Also, Defendant failed to provide full ten-minute rest periods due to use of a bell schedule. As a result of Defendant exercising such control over the Plaintiff and other current and former aggrieved California-based hourly non-exempt employees during rest periods, rest periods were not duty-free as required by California law.

27. Defendant's PAGA exposure for this claim amounts to **\$1,300,000.00**. This amount was calculated as follows: Initial violation penalty x total number of pay periods = 13,000 pay periods X \$100 initial violation penalty = **\$1,300,000.00**.

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1 **Failure to Timely Pay Earned Wages During Employment Pursuant to Labor**

2 **Code Section 204:**

3 28. Based on the foregoing allegations, Plaintiff alleged that Defendant failed to timely
4 pay Plaintiff and the aggrieved class their earned wages including minimum wage, overtime wages,
5 meal period premium wages and rest period premium wages. Defendant's PAGA exposure for this
6 claim amounts to **\$1,300,000.00**. This amount was calculated as follows: Initial violation penalty x
7 total number of pay periods = 13,000 pay periods X \$100 initial violation penalty =
8 **\$1,300,000.00**.

9 **Failure to Provide Complete and Accurate Wage Statements or Maintain**

10 **Accurate Records Pursuant to Labor Code Section 226:**

11 29. Based on the foregoing allegations, Plaintiff alleged Defendant failed to provide
12 complete and accurate wage statements based on all minimum wages, overtime wages, meal and
13 rest period premiums owed which were not reflected in the wage statements. Defendant's PAGA
14 exposure for this claim amounts to **\$1,300,000.00**. This amount was calculated as follows: Initial
15 violation penalty x total number of pay periods = 13,000 pay periods X \$100 initial violation
16 penalty = **\$1,300,000.00**.

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

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

19 30. As a result of the foregoing allegations of wage, meal period and rest period
20 violations above, Plaintiff alleged that Defendant failed to timely pay all wages to employees
21 following separation of employment by not paying employees for all time worked and for failing to
22 pay meal and rest period premiums owed. Plaintiff estimated **\$17,600.00** in civil penalties for this
23 claim (approximately 176 former employees x \$100 for violation at termination = **\$17,600.00**).

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

25 31. Defendant would argue that Plaintiff is not entitled to recover PAGA penalties at
26 the subsequent violation rate of \$200 per pay period. California's appellate courts have held that
27 "[u]ntil the employer has been notified that it is violating a Labor Code provision (whether or not
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1 the commissioner or court chooses to impose penalties), the employer cannot be presumed to be
2 aware [of the violation]” and therefore, until a Court or the Commissioner issues a finding of a
3 violation, the initial \$100 violation rate applies for each pay period in which the alleged violation
4 occurred. *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1209; *accord*
5 *Amalgamated Transit Union Local 1309 v. Laidlaw Transit Service, Inc.* (S.D. Cal. Aug. 10,
6 2009) 2009 WL 2448430, at *9 (“[u]nder California law, courts have held that employers are not
7 subject to heightened penalties for subsequent violations unless and until a court or commissioner
8 notifies the employer that it is in violation of the Labor Code”).

9 32. Plaintiff understood Defendant’s position to be, using the most recent court of appeal
10 decision on the topic of evaluating the value of a PAGA claim (*Carrington v. Starbucks, supra*) (i.e.
11 unstacked at \$100.00 per pay period X 13,000 pay periods at issue), that it is likely Defendant’s
12 maximum exposure is actually only \$1,300,000.00. Defendant could argue that this Court would use
13 the *Carrington* valuation as a ceiling for assessing PAGA penalties and that this amount (i.e.,
14 \$1,300,000.00) was its true “worst case scenario” exposure. The settlement amount of \$450,000.00
15 is approximately 34.6% of the maximum exposure estimated by Plaintiff. This exposure estimate
16 presumes that the Court would not reduce the penalties available on an equitable basis below the
17 \$100 per pay period estimate, as in *Carrington*, the Court further reduced the penalties to \$5 per pay
18 period (i.e., \$65,000.00 in this case).

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

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

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

13 **EXPERIENCE OF COUNSEL**

14 36. Lavi & Ebrahimian, LLP is experienced and qualified to evaluate the claims in this
15 case, to evaluate settlement versus trial on a fully informed basis, and to evaluate the viability of the
16 defenses.
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18 37. Lavi & Ebrahimian, LLP, almost exclusively practices in the area of employment
19 law with some consumer class action cases.

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

23 39. I am also familiar with the practice of attorney Vincent Granberry, who is a senior
24 associate with the firm. Mr. Granberry graduated from Sandra Day O'Connor College of Law at
25 Arizona State University in 2010. Mr. Granberry has been in practice since 2011 and with the law
26 firm of Lavi & Ebrahimian, LLP since April 2014, focusing almost exclusively in the area of
27 employment law. Over the last ten years, his practice has focused nearly exclusively on wage and
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1 hour class action litigation with a handful of consumer class actions. Super Lawyers Magazine has
2 selected him as a Southern California Rising Star in 2016 through 2024 and as a Super Lawyers
3 Rising Star Up-And-Coming 100 in his field in 2018, and again from 2020 through 2024.

4 40. I am also familiar with the practice of Ms. Cassandra Castro, who was formerly
5 employed by the firm. Ms. Castro graduated from Boston University School of Law. She has been
6 practicing law for over four years and practiced with the law firm of Lavi & Ebrahimiian, LLP from
7 approximately August 2023 through September 2025, focusing almost exclusively in the area of
8 employment law and specifically wage and hour class actions and PAGA representative actions.
9 She has been involved in numerous employment cases in all aspects from pre-filing through
10 settlement.

11 41. I am also familiar with the practice of Lead Counsel Joseph Lavi, having worked as
12 an associate with Lavi & Ebrahimiian, LLP since July 2023, which has often included reviewing Mr.
13 Lavi's declarations in support of motions for attorneys' fees and/or to seek appointment as Class
14 Counsel. Mr. Lavi graduated from law school in 2000 and has handled numerous cases in all
15 aspects of employment and labor law, including State and Federal class actions, wrongful
16 termination, discrimination, harassment and retaliation cases. Mr. Lavi has tried employment cases
17 in State and Federal court, and has argued before various Courts of Appeals, on employment issues
18 such as validity of Arbitration Agreements, Application of Res Judicata in class action cases, and
19 other employment issues. Mr. Lavi has been a panelist and/or speaker for various Employment Law
20 Continuing Legal Education Panels on issues of employment law trials, how to proceed and
21 conduct trials, and proving and winning punitive damages. Mr. Lavi has been named a Southern
22 California Super Lawyer in the area of Plaintiff's employment litigation for Class Actions from
23 2011-2025. Mr. Lavi has settled dozens of wage and hour class actions and is currently Plaintiff's
24 counsel in many others. Some of the class actions that Mr. Lavi has handled against employers on
25 wage and hour issues and has been approved as class counsel include cases against the following:
26 Kaiser Permanente which settled for \$6,510,000.00; Hustler Casino which settled for \$980,000.00;
27 Chevron Stations Inc., which settled for \$4,500,000.00; Commerce Casino which settled for

1 \$1,575,000.00; BP West Cost Products, which settled for \$4,000,000.00; Kaiser Permanente which
2 settled for \$3,600,000.00; Fuddruckers (as lead counsel) which settled for \$900,000.00; Movado
3 Retail Group, Inc. (as lead counsel) which settled for \$728,000.00; Chuck-E-Cheese's (as lead
4 counsel) which settled for \$1,900,000.00; Aero-Electric Connector, Inc. (as lead counsel) which
5 settled for \$1,500,000.00; Clougherty Packing, LLC (as lead counsel) which settled for
6 \$4,250,000.00; and Gruma Corporation (as lead counsel) which Defendant's petition to the United
7 States Supreme Court in the matter was denied and the matter settled for \$2,300,000.00. Mr. Lavi
8 has been approved as class counsel by both Federal and California Courts. Mr. Lavi and the other
9 attorneys at Lavi & Ebrahimian who are available to assist me in this case if needed are fully
10 capable of adequately and fairly representing Plaintiffs and the proposed class in this matter.

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

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

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

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

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

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

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

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

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

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

1 BC342588;

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

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

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

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

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

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

11 p. *Cueva v. Allied Industries, Inc.*, Los Angeles Superior Court Case No. BC399431;

12 q. *Del Toro v. Petco Animal Supplies, Inc.*, San Diego Superior Court Case No. 37-
13 2009-00103626-CU-OE-CTL;

14 r. *Garcia v. Home Cooking, Inc.*, Los Angeles Superior Court Case No. BC451148;

15 s. *Alcantar v. Amerimax Building Products, Inc.*, United States District Court, Central
16 District of California, Case No. CV 10-8916 DDP (CWx);

17 t. *Arancivias v. Clougherty Packaging, LLC dba Farmer John*, Los Angeles Superior
18 Court Case No. BC432406;

19 u. *Barajas v. Menzies Aviation, Inc.*, United States District Court, Central District of
20 California, Case No CV-10-02315-JEM;

21 v. *Barrera v. BHFC Operating, LLC dba Bottega Louie*, Los Angeles Superior Court
22 Case No. BC462603;

23 w. *Camacho v. American Textile Maintenance Co.*, Los Angeles Superior Court
24 Case No. BC452570;

25 x. *Cortes v. Monsanto Company*, Ventura Superior Court Case No. 56-2010-00366952-
26 CU-OE-VTA;

27 y. *Escobar v. Aero-Electric Connector, Inc.*, Los Angeles Superior Court Case No.

1 BC421009;

2 z. *Gomez v. Bacara Resort & Spa*, Santa Barbara Superior Court Case No. 1341987;

3 aa. *Gonzalez v. Ashley Furniture Industries, Inc.*, Los Angeles Superior Court Case No.

4 BC425708

5 bb. *Gonzalez v. Burrtec Waste Industries, Inc.*, Los Angeles Superior Court Case No.

6 BC436879;

7 cc. *Gutierrez v. Visterra Credit Union*, Riverside Superior Court Case No.

8 RIC10020183;

9 dd. *Hernandez v. Kruse & Son, Inc.*, Los Angeles Superior Court Case No. BC411849;

10 ee. *Lopez v. Tecno Industrial Engineering*, Los Angeles Superior Court Case No.

11 BC411134;

12 ff. *Lowanga v. Continental Currency Services, Inc.*, Orange County Superior Court

13 Case No. 30-2011-0044011-CU-OE-CXC;

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

16 hh. *Lozada v. Classic Party Rentals, Inc.*, Los Angeles Superior Court Case No.

17 BC443792;

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

19 jj. *Martinez v. J. Fletcher Creamer & Son, Inc.*, United States District Court Case No.

20 CV 10-0968-PSG-FMOX;

21 kk. *Martinez v. Administaff Companies II, L.P.*, Los Angeles Superior Court Case No.

22 BC425799;

23 ll. *Martinez v. Morgans Hotel Group Management, LLC*, Los Angeles Superior Court

24 Case No. BC446744;

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

26 nn. *Montenegro v. Ruggeri Marble and Granite, Inc.*, United States District Court,

27 Central District of California, Case No. CV-10-00711 JFW (PLAx);

1 oo. *Reed v. 99 Cents Only Stores*, Los Angeles Superior Court Case No. BC436793;
2 pp. *Santos v. Noble Management Group-California, LLC*, United States District Court,
3 Central District of California, Case No. CV 10-2594 DSF (VBKx)
4 qq. *Taylor v. U.S. Healthworks Holding Company, Inc.*, Orange County Superior Court
5 Case No. 30-2011-00473505;
6 rr. *Valencia Diaz v. Gene Wheeler Farms, Inc.*, Los Angeles Superior Court Case No.
7 BC436235;
8 ss. *Zad-Behtooie v. Valley Village*, Los Angeles Superior Court Case No. BC451490;
9 tt. *Bell v. Aidells Sausage Company, Inc.*, Alameda Superior Court Case No.
10 RG10523946;
11 uu. *Negrete v. Cenveo, Inc.*, United States District Court, Central District of California,
12 Case No. CV 11-09543 DSF (MRWx);
13 vv. *Bejar v. Exopack-Ontario, Inc.*, Orange County Superior Court Case No. 30-2011-
14 00518396-CU-OE-CXC;
15 ww. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central District
16 of California, Case No. CV 10-0415 ODW (FMOx);
17 xx. *Sparks v. Larry Flynt dba Hustler Casino*, Los Angeles Superior Court Case No.
18 BC320172;
19 yy. *Morris v. Chevron Stations, Inc.*, Los Angeles Superior Court Case No. BC361380;
20 zz. *Marino v. BP West Coast Products, LLC*, Los Angeles Superior Court Case No.
21 BC357987.

22 **ATTORNEYS' FEES**

23 43. Our firm has made every effort to litigate this action in an efficient and cost-effective
24 manner. Following review of our case file and hours and discussions with counsel, our firm has
25 spent approximately 95 hours on this matter for a total unadjusted Lodestar of \$77,750.

26 44. In summary, Class Counsel's many tasks included the following: pre-filing
27 investigation, legal research and research of Defendant; meeting and communicating with Plaintiff

1 regarding his responsibility in bringing the action, the facts of his case, his employment, his work
2 environment, his documents and his pleadings; reviewing Plaintiff's file and determining liability
3 and evaluating claim and defense strengths and weaknesses; legal research of case law and wage
4 orders regarding applicable claims and defenses; meeting and conferring over informal discovery
5 and the mediation; drafting notices for litigation; evaluating Defendant's policies; determining case
6 strategy; communicating with Defendant's counsel; analyzing data and information provided in
7 informal discovery; calculating damages; negotiating settlement and settlement documents;
8 communicating with the Administrator; preparing the Motion for Approval and supporting
9 documents; meeting with Plaintiff regarding approval of the Settlement; and drafting the Motion for
10 Approval and supporting documents. All of the tasks and work performed were reasonable and
11 necessary to the prosecution of this case and justified, particularly in light of the result achieved.

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

1 state a 36.47% locality payment for the Los Angeles-Long Beach, CA area, and a 33.95% locality
2 payment for the Washington-Baltimore-Arlington area, resulting in an increase of 2.52% for Los
3 Angeles County. (**Exhibits 7-8**) [2025 Locality Pay Tables for Washington-Baltimore-Arlington
4 and Los Angeles-Long Beach, CA available at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2025/general-schedule/>]; (**Exhibits 9-10**) [Judiciary Salary Plan Pay Tables
5 available at <http://www.uscourts.gov/careers/compensation/judiciary-salary-plan-pay-rates>];
6 (**Exhibit 11**) [2025 Locality Pay Area Definitions defining counties within Los Angeles-Long
7 Beach, CA area available at [https://www.opm.gov/policy-data-oversight/pay-leave/salaries-
8 wages/2025/locality-pay-area-definitions/](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2025/locality-pay-area-definitions/).) In applying the 2.52% locality increase for attorneys
9 working in Los Angeles County over the Washington-Baltimore area stated in the Laffey Matrix,
10 the 2024/2025 Laffey Matrix states the following relevant rates: \$485 for attorneys 1 to 3 years out
11 of law school, \$595 for attorneys 4 to 7 years out of school, \$860 for attorneys 8 to 10 years out of
12 school, \$972 for attorneys 11 to 19 years out of law school and \$1,170 for attorneys 20 plus years
13 out of law school.
14

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

25 47. Throughout the course of this litigation, Joseph Lavi estimates he has spent at least
26 35 hours litigating this matter. Accordingly, Mr. Lavi's unadjusted lodestar in this matter is \$35,000
27 (35 x \$1,000 = \$35,000). If Mr. Lavi were to charge a rate for this type of work by the hour, given
28

1 his experience and the focus of his practice, his current hourly rate would be \$1,000 per hour. A
2 \$1,000 rate is warranted based on Mr. Lavi's years of experience in a highly specialized area of law
3 and is in line with the Laffey Matrix. This rate is also in line with other partners out of law school
4 and practicing for over 15 years in California as indicated by the 2014 and 2008 National Law
5 Journal Survey.

6 48. Throughout the course of this litigation, Vincent C. Granberry estimates he has spent
7 at least 30 hours litigating this matter. Accordingly, Mr. Granberry's unadjusted lodestar in this
8 matter is \$22,500 (30 x \$750 = \$22,500). If Mr. Granberry were to charge a rate for this type of
9 work by the hour, given his experience and the focus of his practice, his current hourly rate would
10 be \$750. Mr. Granberry is a graduate of the Sandra Day O'Connor College of Law at Arizona State
11 University and has been in practice since 2011. A \$750 rate is warranted based on Mr. Granberry's
12 years of experience in a highly specialized area of law and is in line with the Laffey Matrix.

13 49. I have also reviewed the files and billable records for Cassandra Castro, a former
14 attorney of Lavi & Ebrahimian, LLP, in this matter and Ms. Castro spent at least 10 hours litigating
15 this matter. Ms. Castro is no longer an associate with our firm. I am aware she graduated from
16 Boston University School of Law and has been licensed to practice law since 2021. If Ms. Castro
17 were to charge a rate for this type of work by the hour, given her experience, her current hourly rate
18 would be \$675 per hour. A \$675 rate is warranted based on Ms. Castro's experience in a highly
19 specialized area of law and is in line with the Laffey Matrix. Accordingly, Ms. Castro's unadjusted
20 lodestar in this matter is \$6,750.00 (10 x \$675 = \$6,750.00).

21 **ATTORNEYS' COSTS**

22 50. The settlement allows for a request of up to \$20,000.00 in litigation costs. Plaintiff's
23 Counsel has expended \$18,610.81 in costs in this case. All costs were reasonably incurred in
24 prosecution of the lawsuit and paid on a contingency basis. A large portion of these costs were
25 associated with filing fees for this case, service of documents, mediation, and expert analysis; the
26 remainder was reasonably incurred in prosecution of the lawsuit. The amount of \$1,389.19, which is
27 the difference between the allocated costs and the actual costs incurred, will remain a part of the Net
28 Settlement Amount and be distributed to Aggrieved Employees. Therefore, Class Counsel seeks the

costs in the amount of \$18,610.81 as reimbursement of such costs is appropriate and reasonable.

SUBMISSION TO THE LWDA

51. On October 20, 2025, our office submitted the Settlement Agreement to the LWDA in accordance with Labor Code § 2699(1)(2). The proof of electronic submission is attached hereto as **EXHIBIT 3.**

EXHIBITS

52. Attached as **Exhibit 1** to this declaration is a true and correct copy of the settlement agreement.

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

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

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

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

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

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

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

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 20th day of October, at Beverly Hills, California.

/s/ Eve Howe

Eve Howe

“EXHIBIT 1”

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff JESUS YEPEZ ANDRADE and Defendant GOLDEN STATE ENGINEERING, INC. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Jesus Yopez Andrade v. Golden State Engineering, Inc., et al.*, Los Angeles Superior Court Case No. 24STCV27913.
- 1.2. “Administrator” means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means all current and former hourly non-exempt employees who worked in California for Defendant during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Agreement” means this Private Attorneys General Act Settlement Agreement and Release.
- 1.8. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.9. “Court” means the Superior Court of California, County of Los Angeles.
- 1.10. “Defendant” means Golden State Engineering, Inc., the named Defendant in the Action.
- 1.11. “Defense Counsel” means Landegger Verano, ALC, the attorneys representing the Defendant in the Action.

- 1.12. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment.
- 1.13. “Gross Settlement Amount” means Four Hundred Fifty Thousand Dollars (\$450,000.00) which is the total amount Defendant agrees to pay under the settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.14. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of thirty-five percent (35%) of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.15. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.16. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled to PAGA Penalties under Labor Code section 2699, subd. (i).
- 1.17. “LWDA PAGA Payment” means sixty-five (65%) of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.18. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, requested Plaintiff’s Enhancement Award, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.19. “PAGA Counsel” means Lavi & Ebrahimian, LLP the attorneys representing the Plaintiff in the Action.
- 1.20. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.21. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.22. “PAGA Period” means the period from August 19, 2023, through May 29, 2025.
- 1.23. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, et seq.).
- 1.24. “PAGA Notice” means Plaintiff’s August 19, 2024, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.25. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the

Gross Settlement Amount, allocated thirty-five percent (35%) to the Aggrieved Employees and sixty-five percent (65%) to the LWDA.

- 1.26. "Plaintiff" means Jesus Yopez Andrade, the named Plaintiff in the Action.
- 1.27. "Plaintiff's Enhancement Award" means an amount up to \$2,500.00 for Plaintiff from the Gross Settlement Amount, for Plaintiff's efforts in bringing these actions.
- 1.28. "Released PAGA Claims" means the claims being released by the Plaintiff and as described in Paragraph 5.1 below.
- 1.29. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, and subsidiaries.
- 1.30. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On October 24, 2024, Plaintiff commenced this Action Seeking civil penalties pursuant to the Private Attorney General Act of 2004 ("PAGA").
- 2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. On May 29, 2025, the Parties participated in an all-day mediation presided over by Steve Mehta, Esq. which led to this Agreement to settle the Action.
- 2.4. Prior to mediation Plaintiff obtained, through informal discovery, pertinent documents and data for the PAGA members so that the parties could fully investigate the claims at the issue and understand their strengths and weaknesses.
- 2.5. The Parties represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay Four Hundred Fifty Thousand Dollars (\$450,000.00) and no more as the Gross Settlement Amount. Defendant has no Obligation to pay the gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

- 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35% of the GSA, which is currently estimated to be One Hundred Fifty-Seven Thousand Five Hundred Dollars (\$157,500.00) and PAGA Counsel Litigation Expenses Payment of not more than Twenty Thousand Dollars (\$20,000). Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff(s) and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. In the event that the Court reduces or does not approve the requested PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment, PAGA Counsel reserve their right to appeal such order, however, Plaintiffs or PAGA Counsel will not request or demand an increase to the Gross Settlement Amount on that basis. If after such appeal the Court still approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Fees Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expense Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment.
- 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed Four Thousand Five Hundred Ninety Dollars (\$4,590.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than Four Thousand Five Hundred Ninety Dollars (\$4,590.00), the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.3. To the Plaintiff: A Plaintiff's Enhancement Payment of not more than Two Thousand Five Hundred Dollars (\$2,500.00), subject to Court approval. Defendant will not oppose a request for Court approval of this payment provided that it does not exceed these amounts. To the extent the Court approves an amount less than Two Thousand Five Hundred Dollars (\$2,500.00) (including no payment), the Administrator will allocate the remainder to the Net Settlement Amount.
- 3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties, currently estimated to be Two Hundred Sixty-Five Thousand Four Hundred Ten Dollars (\$265,410.00), to be paid from the Gross Settlement Amount, with sixty-five percent (65%), amounting to One Hundred Seventy-Two Thousand Five Hundred Sixteen Dollars and Fifty Cents (\$172,516.50), allocated to the LWDA PAGA Payment and thirty-five percent (35%), amounting to Ninety-Two Thousand Eight Hundred Ninety-Three Dollars and Fifty Cents (\$92,893.50), allocated to the Individual PAGA Payments.
- 3.2.4.1. The Administrator will calculate each Individual PAGA Payment by
(a) dividing the amount of the Aggrieved Employees' thirty-five

percent (35%) share of PAGA Penalties (approximately \$92,893.50) by the total number of PAGA Periods Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

- 3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are one hundred seventy-six (176) Aggrieved Employees who worked a total of thirteen thousand (13,000) PAGA Pay Periods.
- 4.2. Aggrieved Employee Data. Within fifteen (15) days of the Court issuing its Order Granting Plaintiff's Motion for Approval of PAGA Settlement, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee's privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
- 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The

Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
 - 4.4.3. All funds represented by uncashed checks remaining in the Qualified Settlement Fund (to be established by the Settlement Administrator) shall be tendered to the Department of Industrial Relations Unpaid Wages Fund, so that the Aggrieved Employees will have an opportunity to claim their payments from the Department of Industrial Relations after the expiration of the settlement checks.
 - 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Aggrieved Employees will release claims against all Released Parties as follows:
 - 5.1. Release by all current and former Aggrieved Employees: All current and former aggrieved employees will release all PAGA claims alleged in the operative complaint in the Action (the "Operative Complaint"), or that reasonably could have been based on the facts stated in the Operative Complaint and in the relevant LWDA notice letter, including PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to timely pay earned wages during employment, (6) secret payment of lower wages, (7) failure to provide accurate itemized wage statements, (8) failure to timely pay all earned wage at time of separation, and (9) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq. based on the facts alleged in the LWDA notice letters and the Operative Complaint (the "PAGA Released Claims"). The time period governing the PAGA Released Claims shall be the PAGA Period. The PAGA Released Claims do not release any Aggrieved Employees' claims for wages or statutory penalties.
6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action Administration agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in the Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall Establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES

- 8.1. Based on its records, Defendant estimates that there are 176 Aggrieved Employees who worked approximately 13,000 PAGA Pay Periods during the PAGA Period. If the total number of PAGA Pay Periods as of the end of the PAGA Period exceeds the above figure by greater than 10% (i.e., exceeds 14,300), then the Gross Settlement Amount shall increase pro rata based on the number of additional PAGA Pay Periods above 10% (e.g., if the number of PAGA Pay Periods exceeds 13,000 by 11%, then the Gross Settlement Amount shall increase by 1%).

9. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

- 9.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

- 10.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the

Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

- 10.3. Attorney Authorization. Plaintiff and Defendant separately warrant and represent that they have authorized, and hereby do authorize, PAGA Counsel and Defense Counsel, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10. Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.
- 10.11. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis

that the Party was the drafter or participated in the drafting.

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

To Plaintiff:

Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Eve Howe, Esq.
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Emails: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
ehowe@lelawfirm.com

To Defendant:

Alfred J. Landegger, Esq.
Kristina C. Kourasis, Esq.
LANDEGGER VERANO, ALC
16760 Ventura Boulevard, Suite 1200
Encino, California 91436
Telephone: (818) 986-7561
Emails: alfred@landeggeresq.com
kristina@landeggeresq.com

- 10.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each

of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

- 10.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Plaintiff: Jesus Yepez Andrade

Jesus Yepez Andrade

Dated: 07/30/2025

Defendant: Golden State Engineering, Inc.

Name: _____

Title: _____

Dated: _____

APPROVED AS TO FORM ONLY:

Joseph Lavi

Counsel for Plaintiff:
LAVI & EBRAHIMIAN, LLP

Dated: 07/30/2025

Counsel for Defendant:
LANDEGGER VERANO, ALC

Dated: _____

of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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Plaintiff: Jesus Yepez Andrade

Defendant: Golden State Engineering, Inc.

Dated: _____

Name: LUIS SAGUINI
Title: V.P.

Dated: 8-1-25

APPROVED AS TO FORM ONLY:

Counsel for Plaintiff:
LAVI & EBRAHIMIAN, LLP

Dated: _____

Counsel for Defendant:
LANDEGGER VERANO, ALC

Dated: August 1, 2025

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JESUS YEPEZ ANDRADE, on behalf of
himself and others similarly situated,

Plaintiff,

vs.

GOLDEN STATE ENGINEERING, INC.; and
DOES 1 to 100, inclusive,

Defendants.

**NOTICE OF PAGA SETTLEMENT,
PAYMENT AND RELEASE**

To [NAME]:

The enclosed check is your share of a court-approved representative action settlement between Plaintiff Jesus Yopez Andrade (“Plaintiff”), and Defendant Golden State Engineering, Inc. (“Defendant”) in the above-captioned matter, Los Angeles County Superior Court Case No. 24STCV27913 (“Lawsuit”).

In the Lawsuit, Plaintiff asserted claims against Defendant as the representative of the State of California and Defendant’s other current and former non-exempt employees who worked for Defendant in California during the period of August 19, 2023 through May 29, 2025 (“Aggrieved Employees”). Plaintiff alleged that Defendant was liable for penalties under California Labor Code § 2698 et seq., also known as the Private Attorneys General Act (“PAGA”), for violations of the California Labor Code.

The Court approved the settlement on _____ and has determined that the settlement is fair, adequate, and reasonable. The settlement is not an admission of wrongdoing by Defendant or an indication that any law was violated. Defendant denies Plaintiff’s allegations and disputes all of Plaintiff’s claims brought on behalf of himself, the State of California, and the Aggrieved Employees.

Pursuant to the Court’s Order, a payment of \$450,000.00 was approved in settlement of this Lawsuit. After accounting for Plaintiff’s Counsel’s attorneys’ fees and reimbursement of litigation costs, administration of the settlement, and Plaintiff’s service payment, the remaining sum is \$ _____. This sum, called the “Net Settlement Amount” will be divided pursuant to California law as follows: \$ _____ (65%) to the State of California Labor Workforce Development Agency and \$ _____ (35%) to all employees considered to be “Aggrieved Employees” under this Lawsuit, to be shared on a proportionate basis.

The enclosed check is your share of the settlement. The payment amount was calculated based on the number of pay periods you worked for Defendant from August 19, 2023, through May 29,

2025, as determined by Defendant's business records. Because this calculation was approved by the Court, the amount of your payment is final and cannot change. Enclosed with your check is an IRS Form 1099. Please note that no taxes were withheld from your payment, so it will be your responsibility to pay any taxes that may be due. You should consult with your own tax accountant with regard to any questions that you may have concerning any taxes that may be due.

Your enclosed check is valid for 180 days from the date of its issuance. After that date, you cannot cash the check and it will be null and void. Funds attributable to such uncashed checks will be sent to the State of California Unclaimed Property Fund in your name.

As an Aggrieved Employee, you are covered by this settlement. The Court-approved PAGA settlement contains the following release of claims, to which you are bound:

All current and former aggrieved employees release all PAGA claims alleged in the operative complaint in the Action (the "Operative Complaint"), or that reasonably could have been based on the facts stated in the Operative Complaint and in the relevant LWDA notice letter, including PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to timely pay earned wages during employment, (6) secret payment of lower wages, (7) failure to provide accurate itemized wage statements, (8) failure to timely pay all earned wage at time of separation, and (9) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq. based on the facts alleged in the LWDA notice letters and the Operative Complaint (the "PAGA Released Claims"). The time period governing the PAGA Released Claims is the PAGA Period. The PAGA Released Claims do not release any Aggrieved Employees' claims for wages or statutory penalties.

The "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, and subsidiaries.

This means that you are not able to pursue a PAGA lawsuit against Defendant based on such claims for the provided PAGA Period of August 19, 2023, through May 29, 2025. You may not opt-out of this settlement, and you are thus bound by the settlement and release of claims based on the Court's final judgment whether or not you cash or deposit the enclosed check. Regardless of what you do with the settlement check, you will have released claims for penalties arising under PAGA as asserted in the Lawsuit. If you have any questions or would like more information about the settlement or this lawsuit, you may contact the Settlement Administrator at [Settlement Administrator], [Address], [Telephone Number] or you may review the papers, pleadings and records on file with the Court by scheduling an appointment with the clerk of the Los Angeles County Superior Court.

“Exhibit 2”

COSTS AND FEES ADVANCED BY LAVI & EBRAHIMIAN, LLP

DATE	ITEM	COST
N/A	Copying	\$7.50
N/A	Scanning	\$7.50
N/A	Mail	\$29.17
	LOS ANGELES COUNTY SUPERIOR COURT	
08/19/2024	Class Summons and Complaint Filing Fee; Complex Filing Fee	\$1,435.00
09/04/2024	Document Retrieval	\$8.00
10/24/2024	Summons and PAGA Complaint Filing Fee	\$435.00
10/31/2024	Document Retrieval	\$2.00
01/27/2025	Document Retrieval	\$7.40
	DEPARTMENT OF INDUSTRIAL RELATIONS	
08/19/2024	Private Attorney General Act Fee- Initial PAGA Notice	\$75.00
	DDS LEGAL SERVICES	
08/19/2024	Court Filing of Summons and Class Complaint	\$77.20
08/22/2024	Process Service of the Summons and Complaint on Defendant	\$124.90
08/23/2024	2 nd Attempt of the Process Service of the Summons and Complaint on Defendant Golden State Engineering, Inc.- Class	\$69.90
09/23/2024	3 rd Attempt of the Process Service of the Summons and Complaint on Defendant Golden State Engineering, Inc.- Class	\$99.90
09/25/2024	Court Filing of the Proof of Service of Summons and Complaint- Class	\$34.15
10/21/2024	Court Filing of the Joint Initial Status Conference Statement- Class	\$35.70
10/24/2024	Court Filing of the PAGA Action Summons and Complaint-PAGA	\$48.75
11/01/2024	Court Filing of Plaintiff's Notice of Proceedings and Minute Order- Class	\$34.15
11/01/2024	Court Filing of the [Proposed] Order Authorizing Electronic Service- Class	\$35.70
11/19/2024	Court Filing of the Plaintiff's Request for Dismissal of Class Action Allegations Pursuant to California Rules of Court Rule 3.770 From the Complaint Without Prejudice and Stay Individual Claims Pending Mediation and Arbitration with Proposed order and Courtesy Copies- Class	\$110.65
12/11/2024	Court Filing of the Notice and Acknowledgement of Receipt- Civil- PAGA	\$35.70
01/28/2025	Court Filing of the Plaintiff's Notice of Proceedings and Minute Order- PAGA	\$35.70
06/05/2025	Court Filing of the Joint Status Report- Class	\$35.70
08/12/2025	Court Filing of the Plaintiff's Request for Dismissal of Individual Pursuant to California Rules of Court Rule 3.770 From the Complaint with Prejudice with Courtesy Copies- Class	\$115.65
08/12/2025	Court Filing Plaintiff's Notice of Lodging of Confidential Individual Settlement Agreement- Class	\$35.70
08/14/2025	Court Filing of the Fully Executed Plaintiff's Notice of Lodging of Confidential Individual Settlement Agreement-Class	\$79.95

08/22/2025	Court Filing of the Plaintiff's Notice of Continuance of Hearing and Order-PAGA	\$35.70
08/26/2025	Court Filing of the Notice of Settlement	\$35.70
	ONE LEGAL	
10/10/2025	Court Filing of the Joint Status Report	\$23.44
	MEDIATION OFFICES OF STEVEN G. MEHTA	
05/29/2025	Mediation Fee	\$10,250.00
	BERGER CONSULTING GROUP	
05/29/2025	Data Analysis	\$4,680.00
	CASEANYWHERE/ CLOUD BASE	
N/A	CaseAnywhere Access Fees and/or Cloud Base	\$570.00
	Total Costs, Fees and Expenses	\$18,610.81

“Exhibit 3”

“Exhibit 4”

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NLJ'S BILLING SURVEY

Select a Firm

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

Morrison & Foerster

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



By the Numbers: The Firms Report Their Billing Rates

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

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

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

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Select a Firm

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

Cooley

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

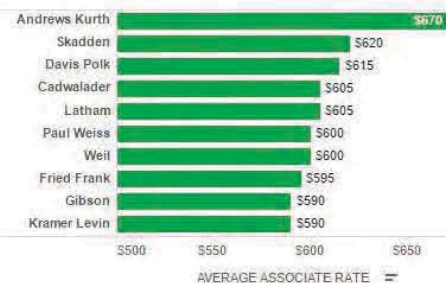
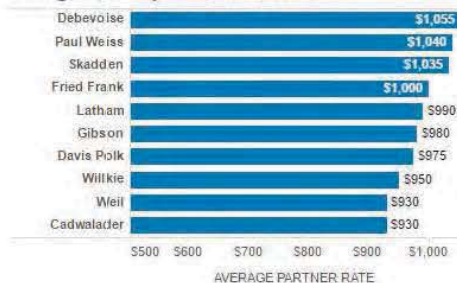


By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Kaye Scholer	New York	433	\$1,100	\$850	\$715	\$620	\$570	\$225
Kramer Levin	New York	328	\$1,025	\$800	\$675	\$600	\$550	\$200
Hogan Lovells	Washington	2,099	\$1,000	\$800	\$675	\$600	\$550	\$200
Kasowitz Benson	New York	280	\$1,000	\$800	\$675	\$600	\$550	\$200
Kirkland & Ellis	Chicago	1,471	\$950	\$750	\$625	\$550	\$500	\$175
Cooley	Palo Alto, Calif.	632	\$990	\$820	\$660	\$630	\$525	\$160
Arnold & Porter	Washington	700	\$950	\$750	\$625	\$550	\$500	\$175
Paul Hastings	New York	288	\$900	\$700	\$575	\$500	\$450	\$150
Curtis, Mallet-Prevost	New York	670	\$850	\$650	\$525	\$450	\$400	\$125
Winston & Strawn	Chicago	800	\$800	\$600	\$475	\$400	\$350	\$125
Bingham McCutchen	Boston	600	\$1,000	\$750	\$625	\$550	\$500	\$175
Akin Gump	Washington	800	\$1,000	\$750	\$625	\$550	\$500	\$175
Covington & Burling	Washington	770	\$900	\$700	\$575	\$500	\$450	\$150
King & Spalding	Atlanta	600	\$900	\$700	\$575	\$500	\$450	\$150

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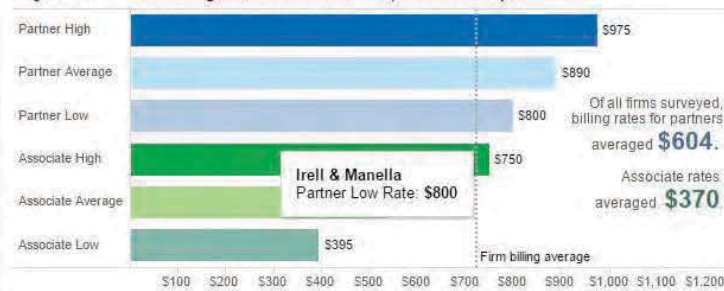
NLJ'S BILLING SURVEY

Select a Firm

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

Irell & Manella

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



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

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

O'Melveny & Myers

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



By the Numbers: The Firms Report Their Billing Rates

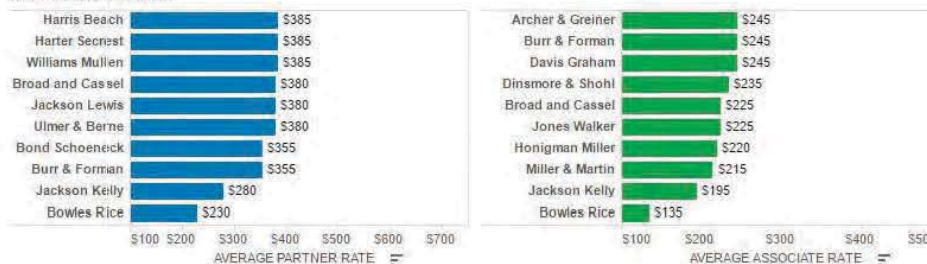
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Baker & McKenzie	Chicago	1,000	\$1,055	\$715	\$615	\$595	\$370	\$230
Dickstein Shapiro	Washington	800	\$1,050	\$700	\$600	\$580	\$360	\$220
Jenner & Block	Chicago	4,100	\$1,025	\$685	\$585	\$565	\$355	\$215
Jones Day	New York	3,300	\$875	\$575	\$475	\$455	\$255	\$155
Manatt Phelps	Los Angeles	900	\$1,000	\$650	\$550	\$530	\$330	\$230
Seward & Kissel	New York	900	\$850	\$550	\$450	\$430	\$230	\$130
O'Melveny & Myers	Los Angeles	738	\$950	\$715	\$615	\$595	\$370	\$230
McDermott Will	Chicago	1,000	\$815	\$515	\$415	\$395	\$195	\$95
Reed Smith	Pittsburgh	1,000	\$800	\$500	\$400	\$380	\$180	\$80
Dentons	N/A**	1,000	\$800	\$500	\$400	\$380	\$180	\$80
Jeffer Mangels	Los Angeles	900	\$800	\$500	\$400	\$380	\$180	\$80
Sheppard Mullin	Los Angeles	900	\$800	\$500	\$400	\$380	\$180	\$80
Alston & Bird	Atlanta	900	\$800	\$500	\$400	\$380	\$180	\$80
Foley Hoag	Boston	900	\$800	\$500	\$400	\$380	\$180	\$80

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

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NLJ'S BILLING SURVEY

Select a Firm

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

Orrick, Herrington & Sutcliffe

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



By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Blank Rome	Philadelphia	47	\$885	\$585	\$300	\$600	\$300	\$175
Kelley Drye	New York	238	\$415	\$345	\$245	\$385	\$245	\$155
Gardere Wynne	Dallas	235	\$775	\$505	\$295	\$595	\$295	\$155
Pepper Hamilton	Philadelphia	403	\$845	\$505	\$275	\$605	\$305	\$145
Orrick Herrington	San Francisco	977	\$945	\$625	\$305	\$675	\$310	\$170
Stevens & Lee	Reading, Pa.	167	\$845	\$485	\$225	\$585	\$285	\$145
Duane Morris	Philadelphia	800	\$775	\$485	\$245	\$585	\$285	\$145
Morgan Lewis	Philadelphia	1,334	\$775	\$485	\$245	\$585	\$285	\$145
Troutman Sanders	Atlanta	1,275	\$775	\$485	\$245	\$585	\$285	\$145
Allen Matkins	Los Angeles	167	\$645	\$395	\$225	\$525	\$285	\$145
Katten Muchin	Chicago	380	\$775	\$485	\$245	\$585	\$285	\$145
Lowenstein Sandler	Roseland, N.J.	204	\$775	\$485	\$245	\$585	\$285	\$145
Seyfarth Shaw	Chicago	1,000	\$645	\$395	\$225	\$525	\$285	\$145
Buchalter Niermer	Los Angeles	104	\$645	\$395	\$225	\$525	\$285	\$145

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

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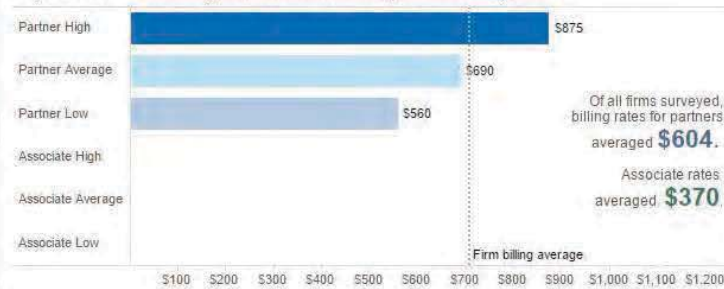
NLJ'S BILLING SURVEY

Select a Firm

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

Jeffer, Mangels, Butler & Mitchell

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



By the Numbers: The Firms Report Their Billing Rates

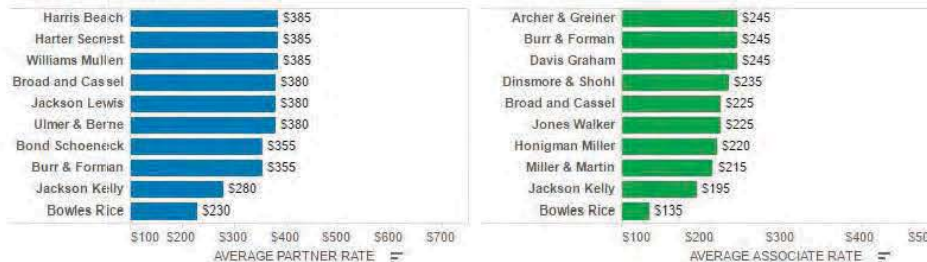
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Baker & McKenzie	Chicago	1,100	\$1,100	\$700	\$500	\$600	\$400	\$300
Dickstein Shapiro	Washington	800	\$1,000	\$600	\$400	\$500	\$300	\$200
Jenner & Block	Chicago	4,100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

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

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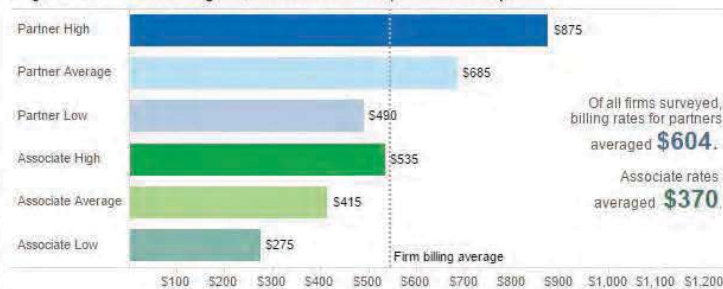
NLJ'S BILLING SURVEY

Select a Firm

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

Sheppard, Mullin, Richter & Hampton

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



By the Numbers: The Firms Report Their Billing Rates

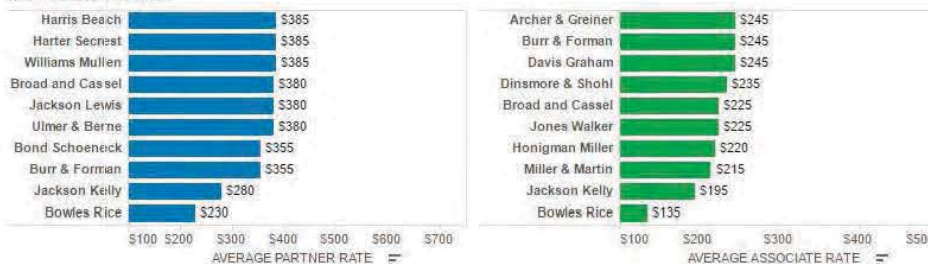
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Jeffer Mangels	Los Angeles	521	\$875	\$685	\$490	\$535	\$415	\$275
Sheppard Mullin	Los Angeles	521	\$875	\$685	\$490	\$535	\$415	\$275
Alston & Bird	Atlanta	521	\$875	\$685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

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

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NLJ'S BILLING SURVEY

Select a Firm

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

Buchalter Nemer

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



By the Numbers: The Firms Report Their Billing Rates

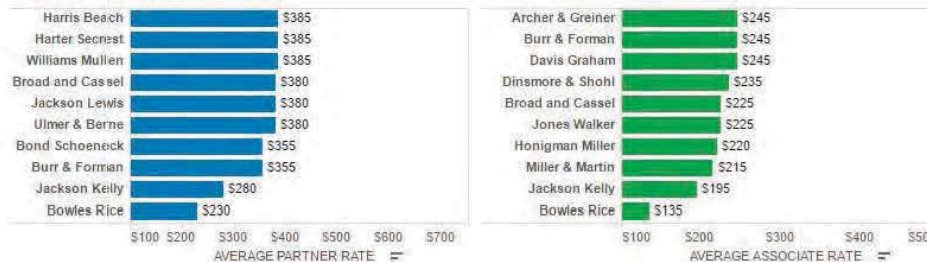
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Seyfarth Shaw	Chicago	731	\$695	\$611	\$475	\$375	\$365	\$350
Buchalter Nemer	Los Angeles	134	\$695	\$605	\$475	\$375	\$365	\$350
Carlton Fields	Tampa, Fla.	276	\$611	\$605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

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

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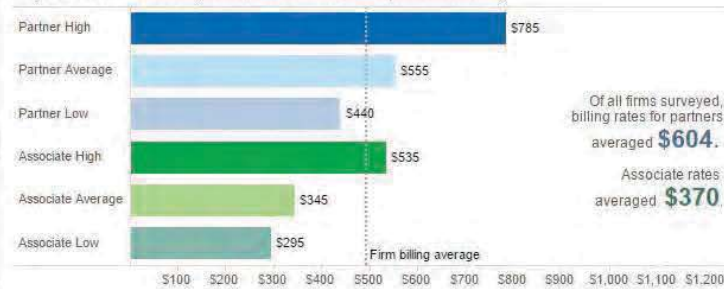
NLJ'S BILLING SURVEY

Select a Firm

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

Knobbe, Martens, Olson & Bear

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



By the Numbers: The Firms Report Their Billing Rates

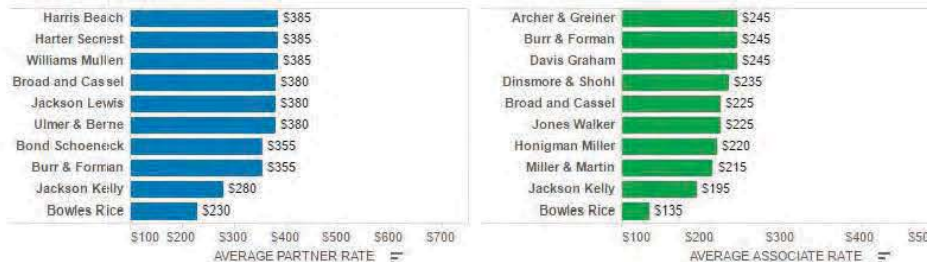
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Gibbons	Newark, N.J.	212	\$785	\$555	\$440	\$535	\$345	\$295
Cozen O'Connor	Philadelphia	200	\$1,055	\$620	\$440	\$535	\$345	\$295
Knobbe Martens	Irvine, Calif.	268	\$785	\$555	\$440	\$535	\$345	\$295
Kilpatrick Townsend	Atlanta	252	\$775	\$550	\$440	\$535	\$345	\$295
Littler Mendelson	San Francisco	200	\$845	\$550	\$440	\$535	\$345	\$295
Edwards Wildman	Boston	270	\$845	\$550	\$440	\$535	\$345	\$295
Thompson & Knight	Dallas	200	\$775	\$550	\$440	\$535	\$345	\$295
Fox Rothschild	Philadelphia	200	\$775	\$550	\$440	\$535	\$345	\$295
McCarter & English	Newark, N.J.	212	\$775	\$550	\$440	\$535	\$345	\$295
McKenna Long	Atlanta	200	\$775	\$550	\$440	\$535	\$345	\$295
Saul Ewing	Philadelphia	200	\$775	\$550	\$440	\$535	\$345	\$295
Brownstein Hyatt	Denver	212	\$775	\$550	\$440	\$535	\$345	\$295
Lindquist & Vennum	Minneapolis	200	\$775	\$550	\$440	\$535	\$345	\$295
Nixon Peabody	Boston	270	\$775	\$550	\$440	\$535	\$345	\$295

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

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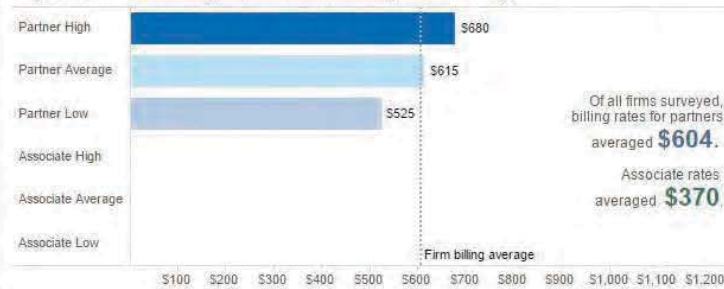
NLJ'S BILLING SURVEY

Select a Firm

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

Allen Matkins Leck Gamble Mallory & Natsis

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



By the Numbers: The Firms Report Their Billing Rates

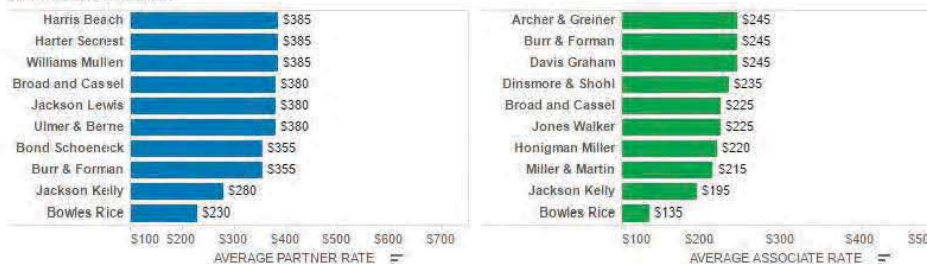
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Blank Rome	Philadelphia	100	\$650	\$550	\$450	\$350	\$250	\$150
Kelley Drye	New York	250	\$650	\$550	\$450	\$350	\$250	\$150
Gardere Wynne	Dallas	200	\$650	\$550	\$450	\$350	\$250	\$150
Pepper Hamilton	Philadelphia	150	\$650	\$550	\$450	\$350	\$250	\$150
Orrick Herrington	San Francisco	180	\$650	\$550	\$450	\$350	\$250	\$150
Stevens & Lee	Reading, Pa.	100	\$650	\$550	\$450	\$350	\$250	\$150
Duane Morris	Philadelphia	100	\$650	\$550	\$450	\$350	\$250	\$150
Morgan Lewis	Philadelphia	150	\$650	\$550	\$450	\$350	\$250	\$150
Troutman Sanders	Atlanta	100	\$650	\$550	\$450	\$350	\$250	\$150
Allen Matkins	Los Angeles	187	\$680	\$615	\$525			
Katten Muchin	Chicago	200	\$650	\$550	\$450	\$350	\$250	\$150
Lowenstein Sandler	Roseland, N.J.	250	\$650	\$550	\$450	\$350	\$250	\$150
Seyfarth Shaw	Chicago	200	\$650	\$550	\$450	\$350	\$250	\$150
Buchalter Nierier	Los Angeles	100	\$650	\$550	\$450	\$350	\$250	\$150

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

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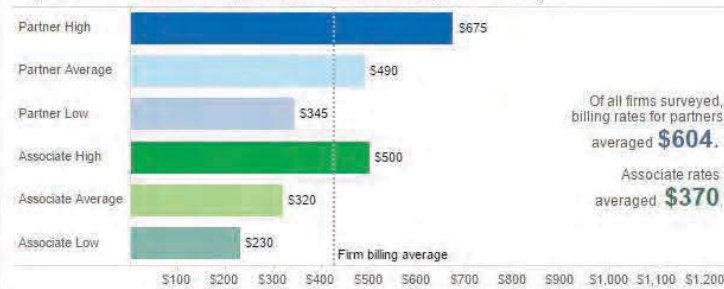
NLJ'S BILLING SURVEY

Select a Firm

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

Rutan & Tucker

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



By the Numbers: The Firms Report Their Billing Rates

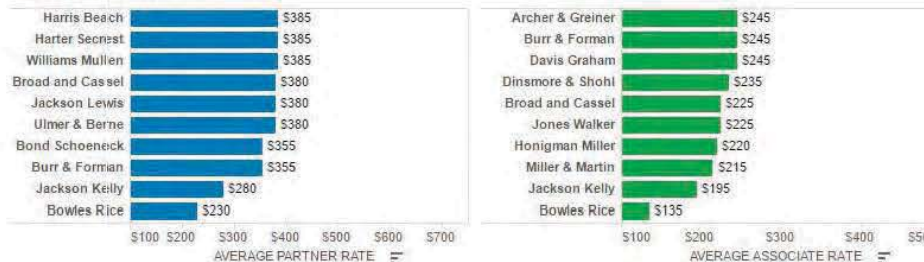
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Archer & Greiner	Phoenix	100	\$275	\$245	\$200	\$245	\$200	\$175
Arnall Golden	Atlanta	100	\$275	\$245	\$200	\$245	\$200	\$175
Rutan & Tucker	Costa Mesa, Calif.	139	\$675	\$490	\$345	\$500	\$320	\$230
Akerman Senterfitt	Miami	100	\$275	\$245	\$200	\$245	\$200	\$175
Barnes & Thornburg	Indianapolis	100	\$275	\$245	\$200	\$245	\$200	\$175
Morris Manning	Atlanta	100	\$275	\$245	\$200	\$245	\$200	\$175
Ballard Spahr	Philadelphia	100	\$275	\$245	\$200	\$245	\$200	\$175
Stinson Morrison	Kansas City, Mo.	100	\$275	\$245	\$200	\$245	\$200	\$175
Stoel Rives	Portland, Ore.	100	\$275	\$245	\$200	\$245	\$200	\$175
Miles & Stockbridge	Baltimore	100	\$275	\$245	\$200	\$245	\$200	\$175
Quarles & Brady	Milwaukee	100	\$275	\$245	\$200	\$245	\$200	\$175
Arnstein & Lehr	Chicago	100	\$275	\$245	\$200	\$245	\$200	\$175
Waller Lansden	Nashville, Tenn.	100	\$275	\$245	\$200	\$245	\$200	\$175
Benesch Friedlander	Cleveland	100	\$275	\$245	\$200	\$245	\$200	\$175
Boat Boat	Denver, Colo.	100	\$275	\$245	\$200	\$245	\$200	\$175

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

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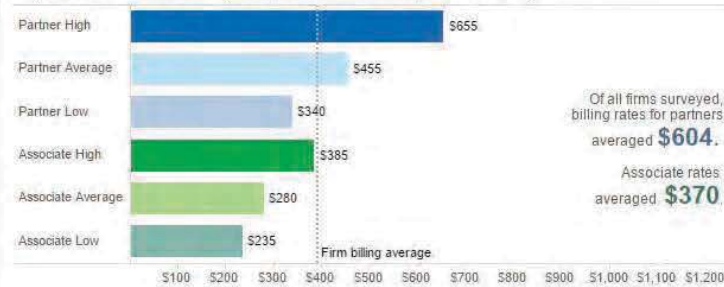
NLJ'S BILLING SURVEY

Select a Firm

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

Best Best & Krieger

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



By the Numbers: The Firms Report Their Billing Rates

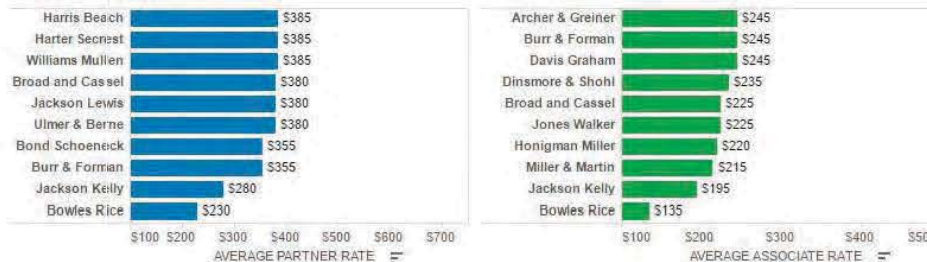
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Quarles & Brady	Milwaukee	475	\$650	\$450	\$350	\$380	\$280	\$230
Arnstein & Lehr	Chicago	1,100	\$650	\$450	\$350	\$380	\$280	\$230
Waller Lansden	Nashville, Tenn.	1,000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

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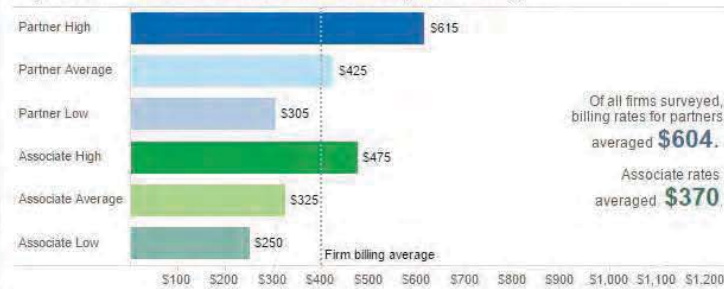
NLJ'S BILLING SURVEY

Select a Firm

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

Sedgwick

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



By the Numbers: The Firms Report Their Billing Rates

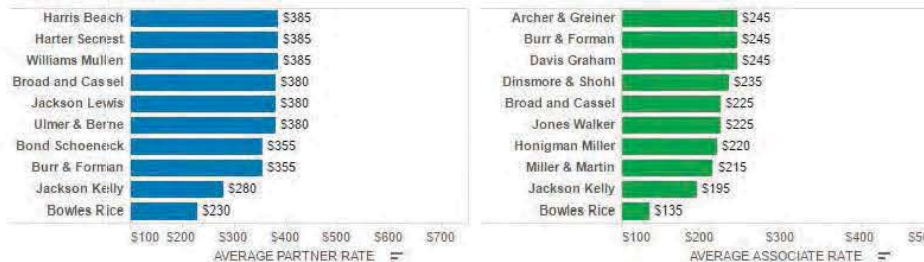
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Andrus & Han	Denver	250	\$575	\$400	\$275	\$450	\$350	\$275
Bradley Arant	Birmingham, Ala.	250	\$575	\$400	\$275	\$450	\$350	\$275
Husch Blackwell	St. Louis	250	\$575	\$400	\$275	\$450	\$350	\$275
Lane Powell	Seattle	250	\$575	\$400	\$275	\$450	\$350	\$275
Shutts & Bowen	Miami	250	\$575	\$400	\$275	\$450	\$350	\$275
Connell Foley	Roseland, N.J.	250	\$575	\$400	\$275	\$450	\$350	\$275
Sedgwick	San Francisco	347	\$615	\$425	\$305	\$475	\$325	\$250
Gordon & Rees	San Francisco	250	\$575	\$400	\$275	\$450	\$350	\$275
Lathrop & Gage	Kansas City, Mo.	250	\$575	\$400	\$275	\$450	\$350	\$275
Strasburger & Price	Dallas	250	\$575	\$400	\$275	\$450	\$350	\$275
Wyatt Tarrant	Louisville, Ky.	250	\$575	\$400	\$275	\$450	\$350	\$275
Taft Stettinius	Cincinnati	250	\$575	\$400	\$275	\$450	\$350	\$275
Polsinelli	Kansas City, Mo.	250	\$575	\$400	\$275	\$450	\$350	\$275
Robinson & Cole	Hartford, Conn.	250	\$575	\$400	\$275	\$450	\$350	\$275

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

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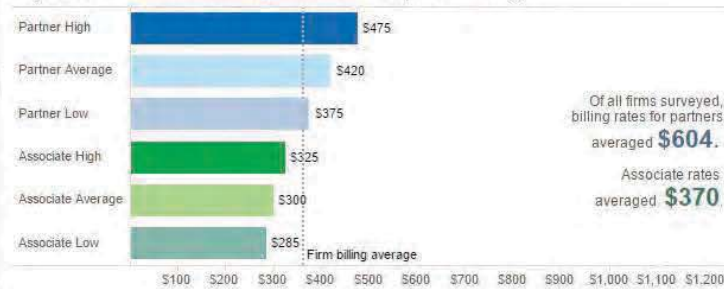
NLJ'S BILLING SURVEY

Select a Firm

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

Gordon & Rees

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



By the Numbers: The Firms Report Their Billing Rates

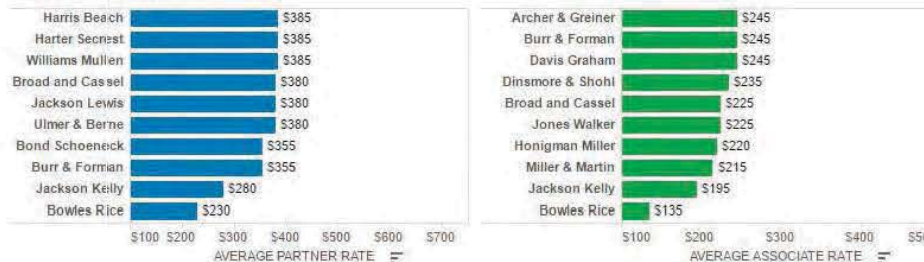
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Andrus & Han	Denver	125	\$475	\$420	\$375	\$325	\$300	\$285
Bradley Arant	Birmingham, Ala.	125	\$475	\$420	\$375	\$325	\$300	\$285
Husch Blackwell	St. Louis	125	\$475	\$420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

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NLJ'S BILLING SURVEY

Select a Firm

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

Jackson Lewis

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



By the Numbers: The Firms Report Their Billing Rates

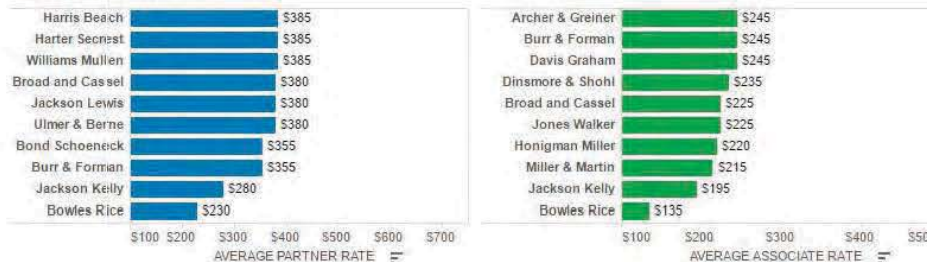
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Honigman Miller	Detroit	327	\$338	\$298	\$258	\$228	\$208	\$188
Varnum	Grand Rapids, Mich.	154	\$248	\$208	\$168	\$138	\$118	\$98
Harris Beach	Rochester, N.Y.	204	\$248	\$208	\$168	\$138	\$118	\$98
Harter Secrest	Rochester, N.Y.	154	\$248	\$208	\$168	\$138	\$118	\$98
Jones Walker	New Orleans	304	\$248	\$208	\$168	\$138	\$118	\$98
Miller & Martin	Chattanooga, Tenn.	154	\$248	\$208	\$168	\$138	\$118	\$98
Williams Mullen	Richmond, Va.	304	\$248	\$208	\$168	\$138	\$118	\$98
Broad and Cassel	Orlando, Fla.	154	\$248	\$208	\$168	\$138	\$118	\$98
Jackson Lewis	Los Angeles	690	\$440	\$380	\$310	\$315	\$290	\$275
Ulmer & Berne	Cleveland	174	\$248	\$208	\$168	\$138	\$118	\$98
Bond Schoeneck	Syracuse, N.Y.	154	\$248	\$208	\$168	\$138	\$118	\$98
Burr & Forman	Birmingham, Ala.	204	\$248	\$208	\$168	\$138	\$118	\$98
Jackson Kelly	Charleston, W.Va.	204	\$248	\$208	\$168	\$138	\$118	\$98
Bowles Rice	Charleston, W.Va.	154	\$248	\$208	\$168	\$138	\$118	\$98

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“Exhibit 5”

THE NATIONAL LAW JOURNAL

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A nationwide sampling of law firm billing rates

December 08, 2008

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

The 2008 NLJ Billing Survey is available in downloadable Excel format from ALM Research.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Fox Rothschild (440), Philadelphia

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

Fredrikson & Byron (233), Minneapolis

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

Frost Brown Todd (342), Cincinnati

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

Gardere Wynne Sewell (281), Dallas

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

Gibbons (230), Newark, N.J.

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

GrayRobinson (213), Orlando, Fla.

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

Greenberg Traurig (1,840), New York

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

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

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

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

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

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

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

Hogan & Hartson (1,175), Washington

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

Holland & Hart (406), Denver

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

Holme Roberts & Owen (228), Denver

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

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

Partners \$515-\$795

Associates \$275-\$510

Hughes Hubbard & Reed (334), New York

Partners \$625-\$875

Associates \$270-\$600

Husch Blackwell Sanders (629), St. Louis

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

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

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

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

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

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

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

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

Partners \$250-\$595

Associates \$180-\$405

Jenner & Block (482), Chicago

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

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

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

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

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

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

Kilpatrick Stockton (466), Atlanta

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

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

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

Kelley Drye & Warren (378), New York

Partners \$430-\$850

Associates \$255-\$520

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

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

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

Firmwide (median \$362)

Lane Powell (170), Seattle

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

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

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

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

Partners \$255-\$490

Associates \$180-\$265

Leonard, Street and Deinard (189), Minneapolis

Partners \$310-\$530

Associates \$200-\$315

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

Partners \$225-\$440

Associates \$140-\$305

Lindquist & Vennum (185), Minneapolis

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Nixon Peabody (699), Boston

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

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

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

Patton Boggs (529), Washington

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

Pepper Hamilton (514), Philadelphia

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

Perkins Cole (632), Seattle

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

Phelps Dunbar (258), New Orleans

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

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

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

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

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

Quarles & Brady (450), Milwaukee

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

Reed Smith (1,558*), Pittsburgh

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

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

Robinson & Cole (215), Hartford, Conn.

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

Roetzel & Andress (227), Akron, Ohio

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Stoel Rives (350), Portland, Ore.

Partners \$290-\$550

Associates \$170-\$365

Strasburger & Price (194), Dallas

Partners \$300-\$580

Associates \$185-\$395

Firmwide (average \$334)

Sullivan & Worcester (182), Boston

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

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

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

Sutherland Asbill & Brennan (429), Atlanta

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

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

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

Taft Stettinius & Hollister (337), Cincinnati

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

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

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

Thompson Coburn (344), St. Louis

Partners \$295-\$555

Associates \$170-\$400

Thompson Hine (396), Cleveland

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

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

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

Thompson & Knight (458), Dallas

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

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

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

Ulmer & Berne (176), Cleveland

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

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

Firmwide (average \$262)

Vedder Price (265), Chicago

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

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

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

Venable (569), Washington

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

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

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

White & Case (2,205), New York

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

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

Firmwide (average \$513)

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

Partners \$360-\$600

Associates \$215-\$375

Williams Mullen (326), Richmond, Va.

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

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

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

Winstead (281), Dallas

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

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

Firmwide (average \$390)

Winston & Strawn (1,004), Chicago

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

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

Firmwide (average \$448)

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

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

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

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

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

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

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

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

“Exhibit 6”

LAFFEY MATRIX

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

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

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

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

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

“Exhibit 7”

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

Annual Rates by Grade and Step

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

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

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

“Exhibit 8”

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

Annual Rates by Grade and Step

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

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

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

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

“Exhibit 9”

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

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

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

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

“Exhibit 10”

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

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

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

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

“Exhibit 11”

Laredo, TX

Texas

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

Las Vegas-Henderson, NV-AZ

Nevada

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

Arizona

Place Name	FIPS
Mohave County, AZ	04015

Los Angeles-Long Beach, CA

California

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