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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF LOS ANGELES**

ANN KLEIN PACIA, an individual, on behalf  
of herself, and on behalf of all persons similarly  
situated,

Plaintiff,

v.

KILROY REALTY, L.P., a Limited  
Partnership; KILROY REALTY  
CORPORATION, a Corporation; and DOES 1  
through 50, inclusive,

Defendants.

Case No.: 21STCV20624

**DECLARATION OF SHANI O. ZAKAY  
IN SUPPORT OF MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

Hearing Date: March 29, 2023

Hearing Time: 10:30 a.m.

Judge: Hon. Stuart M. Rice

Department: 1

1 I, SHANI O. ZAKAY, declare as follows:

2 1. I am the managing partner of the law firm of Zakay Law Group, APC, lead counsel  
3 of record for Plaintiff ANN KLEIN PACIA (“Plaintiff”) in this matter. As such, I am fully familiar  
4 with the facts, pleadings and history of the matter. The following facts are within my own personal  
5 knowledge, and if called as a witness, I could testify competently to the matters stated herein.

6 2. This declaration is being submitted in support of the motion by Plaintiff for an order:  
7 (1) preliminarily approving the proposed settlement of this putative class and Private Attorneys  
8 General Act (“PAGA”) action with Defendant KILROY REALTY, L.P. and Defendant KILROY  
9 REALTY CORPORATION (“Defendants”); (2) approving the form and method for providing  
10 class-wide notice; (3) directing that notice of the proposed settlement be given to the class; and (4)  
11 scheduling a final approval hearing date to consider Plaintiff’s motion for final approval of the  
12 settlement and entry of the Judgment, and Plaintiff’s motion for approval of attorneys’ fees and  
13 litigation expenses. Attached hereto as Exhibit #1 is a copy of the fully executed Class Action and  
14 PAGA Settlement Agreement (“Agreement”) along with exhibits thereto. This Declaration  
15 incorporates by reference the definitions in the Agreement, and all terms defined therein shall have  
16 the same meaning as set forth in the Agreement.

17 **Fairness of Settlement**

18 3. As consideration for this Settlement, the total amount to be paid by Defendants is  
19 Eight Hundred Seventy Thousand Dollars (\$870,000) (the “Maximum Settlement Amount”). The  
20 Maximum Settlement Amount will settle all issues pending in this litigation between the Plaintiff  
21 and the Class, on the one hand, and the Defendant, on the other hand, including payment of: (1) the  
22 Individual Class Payments to Participating Class Members, including the Background Check  
23 Payment, (2) Class Counsel Attorneys’ Fees, (3) Class Counsel Litigation Costs, (4) Class  
24 Representative Payment to Plaintiff, (5) PAGA Payment, and (6) Settlement Administration Fees.  
25 The Maximum Settlement Amount does not include Defendants’ share of employer payroll taxes,  
26 which Defendants shall pay to the Administrator separately. The Settlement is all-in with no  
27 reversion to Defendants and no need to submit a claim form.

1           4.       The relief provided in the Settlement will benefit all members of the Class who do  
2 not opt out. The Settlement does not improperly grant preferential treatment to the Plaintiff or  
3 segments of the Class in any way. Each Participating Class Member will be entitled to a cash  
4 payment based on the plan of allocation described herein. Each Individual Class Payment will be  
5 determined based upon the weeks worked by that employee during the prescribed Class Period. The  
6 Individual Background Check Payment will be divided equally among the Participating Class  
7 Members.

8           5.       The Parties scheduled a private mediation to take place before Steven Rottman, Esq.,  
9 a respected and experienced mediator of wage and hour class and PAGA actions. In preparation  
10 for the mediation, Defendants provided Class Counsel with necessary records and information for  
11 the members of the Class. Defendants produced a sample consisting of pay records and time records.  
12 Defendants also produced Defendants' relevant employment policies, including compensation  
13 policies and timekeeping policies. Plaintiff analyzed the data with the help of an expert (BCG), and  
14 prepared and submitted a mediation brief to Mr. Rottman. On September 29, 2022, the Parties  
15 participated in a full-day mediation before Mr. Rottman. At the conclusion of the mediation, the  
16 Parties reached a settlement based on Mr. Rottman's recommendation and executed a binding  
17 Memorandum of Understanding. The Parties documented the agreement in the form of a Settlement  
18 Agreement, which was signed by the Parties and is now presented to this Court for preliminary  
19 approval. Plaintiff and Class Counsel believe that this Settlement is fair, reasonable, and adequate.

20           6.       Defendants' total potential exposure for the alleged violations at the time this  
21 Settlement was negotiated was calculated by BCG, Plaintiff's damage expert. For the Class,  
22 Plaintiff estimates that Defendants potentially could be subject to maximum liability for damages  
23 in the amount of \$3,678,035 consisting of \$1,289,025 for unpaid wages and sick pay, \$1,010,350  
24 for rest periods, and \$1,378,660 for meal periods. In addition, Plaintiff's expert calculated \$777,040  
25 in waiting time penalties and \$583,150 for wage statement penalties.<sup>1</sup> Consequently, the Settlement

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26 <sup>1</sup> While Plaintiff alleged claims for statutory penalties, they recognize that this claim is subject to  
27 various defenses asserted by Defendant. Plaintiff's claims pursuant to Labor Code Section 226 and  
28 various PAGA penalties are also subject to a good faith defense as to whether any premium wages  
for meal or rest periods or other wages were owed given Defendant's position that Plaintiff and the  
Class were properly compensated. (*See Reber<sub>3</sub> v. AIMCO/Bethesda Holdings, Inc.*, 2008 WL

1 of \$870,000 represents approximately 23.6% of the maximum estimated labor code *damages*, and  
2 17.3% of the maximum combination of labor code damages and penalties to the Class, assuming  
3 these amounts could be proved at trial (excluding PAGA Penalties). Given the amount of the  
4 Settlement compared to the potential value of claims in this case, and taking into consideration the  
5 defenses and contentions raised by Defendants, the Settlement is fair and reasonable. The goal of  
6 this litigation – to provide compensation to Class Members for allegedly unpaid time and for  
7 allegedly missed meal and rest breaks – has been met.

### 8 **Procedural History of the Litigation**

9 7. On February 3, 2021, Plaintiff filed a Notice of Violations with the LWDA and  
10 served the same on Defendant. On June 2, 2021, Plaintiff filed a class action complaint in this Court,  
11 asserting claims for: (1) unfair competition; (2) failure to pay minimum wages; (3) failure to pay  
12 overtime wages; (4) failure to provide required meal breaks; (5) failure to provide required rest  
13 breaks; (6) failure to provide accurate itemized wage statements; (7) failure to provide wages when  
14 due; (8) failure to reimburse employees for required expenses; (9) violation of FCRA for failure to  
15 make proper disclosures; (10) violation of FCRA for failure to obtain proper authorization; (11)  
16 violation of the ICRAA for failure to make proper disclosures; (12) violation of the CCRAA for  
17 failure to obtain proper disclosures; (13) wrongful termination; and (14) violation of Government  
18 Code section 12940<sup>2</sup>. On September 20, 2021, Plaintiff filed a First Amended Complaint to add a  
19 cause of action for violation of the Private Attorney General Act (“PAGA”), while dismissing the  
20 Background Check Class Claims (the “Action”). On March 2, 2023, Plaintiff filed a Second  
21 Amended Complaint reasserting the Background Check Class Claims.

22  
23  
24 4384147, at \*9 (C.D. Cal. Aug. 25, 2008) (granting defendant’s motion for summary judgment on  
25 claim for failure to provide accurate itemized wage statements “because a good faith dispute exists...  
26 [therefore, defendant] was not ‘knowing and intentional’ in failing to provide [Section 226]  
27 statements”).)

28 <sup>2</sup> Plaintiff has agreed to settle her individual wrongful termination claims pursuant to a separate,  
confidential, settlement agreement. Concurrently with her motion for final approval, Plaintiff will  
file a request for dismissal seeking to dismiss the 13<sup>th</sup> and 14<sup>th</sup> causes of action in the Action. The  
individual settlement agreement can be made available to the Court for review in-camera should  
the Court request to review the agreement.

1           8.       Plaintiff seeks to represent a putative class of all non-exempt employees who are or  
2 previously were employed by Defendants and performed work in California during the Class  
3 Period. The Class Period is the period commencing June 2, 2017, up to and including October 27,  
4 2022. The Complaint generally alleges the causes of action listed above. The Action seeks unpaid  
5 wages and premiums, statutory and PAGA penalties, attorneys' fees, and litigation costs.<sup>3</sup>

6           9.       Prior to mediation, the Parties engaged in investigation and the exchange of  
7 documents and information in connection with the Action. As part of this process, Defendants  
8 provided a significant sample of time records and payroll records, as well as other documents and  
9 information, to Class Counsel to review and analyze. On September 29, 2022, the Parties  
10 participated in an all-day mediation presided over by Steven Rottman, Esq., a respected mediator  
11 of wage and hour class actions. At the conclusion of the full-day mediation, the Parties reached a  
12 settlement based on Mr. Rottman's recommendation and executed a binding Memorandum of  
13 Understanding. Thereafter, the Parties documented the agreement in the form of a Settlement  
14 Agreement, which was signed by the Parties and is now presented to this Court for preliminary  
15 approval.

16           10.       Accordingly, for purposes of this Settlement, the "Class" is defined as all non-  
17 exempt employees who are or previously were employed by Defendants and performed work in  
18 California during the Class Period. (Agreement at § 1.7.) The Class Period means the period  
19 commencing June 2, 2017, up to and including October 27, 2022. (Agreement at § 1.13.)

20           11.       Although a resolution has been reached, Defendants deny that they have violated  
21 any applicable law, committed any wrong against Plaintiff or any other current or former employee,  
22 or that they have otherwise damaged Plaintiff or any other current or former employee in any way.  
23 Further, Defendants contend that class certification would be inappropriate for any reason other  
24 than settlement. Plaintiff contends that Defendants violated California wage and hour laws, and  
25 state and federal laws regarding credit and background checks. Plaintiff further contends that the  
26 Action is appropriate for class certification on the basis that the Plaintiff's claims meet the  
27

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28 <sup>3</sup> Plaintiff will provide a lodestar analysis for the fees and supporting evidence of the costs with the  
final approval papers.

1 requirements for certification. Without admitting that class certification is proper, Defendants have  
2 stipulated that the above Class may be certified for settlement purposes only. The Parties agree that  
3 certification for settlement purposes is not an admission that certification would be proper if the  
4 class certification issues were litigated. Further, the Agreement is not admissible in this or any other  
5 proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes of  
6 settling the Action, the Parties stipulate and agree that the requirements for establishing class  
7 certification with respect to the Class are satisfied.

8         12. Class Counsel has conducted a thorough investigation into the facts of the action and  
9 diligently evaluated the Class Members' claims against Defendants. Prior to the mediation, counsel  
10 for Defendants provided Class Counsel with access to the necessary data and information to  
11 evaluate the claims by the Class. Class Counsel reviewed the production of documents and  
12 conducted an extensive review of a significant sample of time records and data with the assistance  
13 of an expert (Berger Consulting Group). Based on the foregoing and their own independent  
14 investigation, evaluation and experience, Class Counsel believe that the Settlement is fair,  
15 reasonable, and adequate and is in the best interest of the Class considering all known facts and  
16 circumstances, including the risk of significant delay, defenses asserted by Defendants, and  
17 potential appellate issues.

18 **Settlement Terms and Plan of Allocation**

19         13. The Maximum Settlement Amount to be paid by Defendants is Eight Hundred  
20 Seventy Thousand Dollars (\$870,000). (Agreement at § 3.1.) The Maximum Settlement Amount  
21 consists of the following elements: (1) the Individual Class Payments to Participating Class  
22 Members, including the Background Check Payments, (2) Class Counsel Attorneys' Fees, (3) Class  
23 Counsel Litigation Costs, (4) Class Representative Payment to Plaintiff, (5) PAGA Payment, and  
24 (6) Settlement Administration Fees. (See Agreement at § 3.2.) The Maximum Settlement Amount  
25 does not include Defendants' share of employer payroll taxes, which Defendants shall pay to the  
26 Administrator separately. The Maximum Settlement Amount shall be all-in with no reversion to  
27 Defendants. (Agreement at § 3.1.)  
28

1           14.     After Final Approval and the Judgment becoming final (the “Effective Date”),  
2 Defendants will fund the Maximum Settlement Amount in one lump sum payment within sixty-five  
3 (65) calendar days (the “Funding Date”). (Agreement at §§ 4.3, 1.18, 1.22.) Within fourteen (14)  
4 days after the Funding Date, the Settlement Administrator will pay: all Individual Class Payments,  
5 all Individual Background Check Payments, all Individual PAGA Payments, the LWDA Payment,  
6 the Settlement Administration Fees, Attorneys’ Fees and Litigation Costs, and the Class  
7 Representative Payment, all as determined by the Court at the Final Approval Hearing. (Agreement  
8 at § 4.4.)

9           15.     The Net Settlement Amount shall equal the amount available for Individual Class  
10 Payments after deducting the Court-approved amounts for the PAGA Payment, the Background  
11 Check Payment, Class Representative Payment, Attorneys’ Fees and Litigation Costs, and the  
12 Settlement Administration Fees. (Agreement at § 1.31.) The submission of a claim form is not  
13 required for a Participating Class Member to be paid an Individual Class Payment, including the  
14 Background Check Payment and PAGA Payment. The Individual Class Payment will be calculated  
15 by dividing the Net Settlement Amount by the total number of workweeks worked by all  
16 Participating Class Members during the Class Period and then multiplying that amount by the total  
17 number of workweeks worked by each Participating Class Member during the Class Period.  
18 (Agreement at § 3.2.4.1.) The Background Check Payment will be divided and paid to the  
19 Participating Class Members equally (approximately \$190.11 each). (Agreement at § 3.2.4.3.)

20           16.     The entire Net Settlement Amount shall be distributed. (*See* Agreement at §§  
21 3.2.4.5, 3.2.5.2.)

22           17.     Class Members will have forty-five (45) days after the mailing of the Class Notice  
23 to exclude themselves or submit written objections. The deadlines will be extended an additional  
24 fourteen (14) calendar days for Class Members whose notice is re-mailed. All Class Members who  
25 do not “opt out” will be deemed Participating Class Members and will be bound by the Settlement.  
26 (Agreement at § 8.5.) The Notice will advise the Class Members of their right to object to the  
27 Settlement.  
28

1           18.     Prior to mailing the Class Notice to the Class, the Settlement Administrator will  
2 perform a search on the National Change of Address Database to update the Class Members'  
3 addresses. The Settlement Administrator will perform a skip-trace search and re-mail all Class  
4 Notices that are returned on or before the Response Deadline. (Agreement at § 8.4.) If an Individual  
5 Class Payment, Individual Background Payment or Individual PAGA Payment check is not cashed  
6 within 180 days after the Settlement Administrator's last mailing to the Participating Class Member,  
7 the funds from such uncashed check will be transmitted to the Community Law Project consistent  
8 with Code of Civil Procedure section 384, subdivision (b). Neither the Parties nor Counsel for the  
9 Parties have any interest in the Community Law Project. (Agreement at § 4.4.3.)

10           19.     The Parties have agreed to use ILYM Group as the Settlement Administrator.  
11 (Agreement at § 8.1.) Payment of the expenses of the Settlement Administrator from the Maximum  
12 Settlement Amount shall be made for the expenses of effectuating and administering the Settlement.  
13 The Settlement Administrator shall receive payment for services estimated at \$8,000. (Agreement  
14 at § 3.2.3.)

15           20.     Subject to Court approval, the Agreement provides for Class Counsel to be awarded  
16 (a) Attorneys' Fees of not more than one-third of the Maximum Settlement Amount, which is  
17 currently estimated to be \$290,000, and (b) Litigation Costs of up to \$30,000. (Agreement at §  
18 3.2.2.) Subject to Court approval, the Agreement provides for payment of a Class Representative  
19 Payment to Plaintiff of no more than \$5,000.<sup>4</sup> (Agreement at § 3.2.1.) Defendants will not oppose  
20 a motion for approval of attorneys' fees, costs and a Class Representative Payment consistent with  
21 the Agreement.

22           21.     Subject to Court approval, \$30,000 will be paid for settlement of civil penalties under  
23 PAGA, Labor Code Section 2698 *et seq.* Pursuant to the requirements of Labor Code §2699(i), the  
24 PAGA Payment shall be allocated \$22,500 (75%) to the LWDA (the "LWDA Payment") as the  
25 LWDA's share of the settlement of civil penalties and \$7,500 (25%) will be paid to the Aggrieved  
26

27 <sup>4</sup> Plaintiff will address the reasonableness of this award when filing her final approval papers,  
28 including the enhancement factors set forth in *Golba v. Dick's Sporting Goods, Inc.*, 238 Cal. App.  
4th 1251 (2015) and *Clark v. Am. Residential Servs. LLC*, 175 Cal. App. 4th 785 (2009).

1 Employees. (Agreement at § 3.2.5.) Subject to Court approval, \$50,000 will be paid for settlement  
2 of claims made under the Fair Credit Reporting Act (“FCRA”), Investigative Consumer Reporting  
3 Agency Act (“ICRAA”), and Consumer Credit Report Agencies Act (“CCRAA”), and paid to the  
4 Participating Class Members. (Agreement at § 3.2.4.3, 1.6.)

5 **Risks of Continued Litigation and Standards for Approval**

6 22. Plaintiff and Class Counsel recognize the expense involved in continuing to litigate  
7 and ultimately trying the Action against Defendants through possible appeals, which could take  
8 several years. Class Counsel have also considered the uncertain outcome and risk of litigation,  
9 especially in complex actions such as the one here. Class Counsel are also mindful of, and  
10 recognize, the inherent problems of proof under, and asserted defenses to, the claims asserted in the  
11 Action. Based upon their evaluation, Plaintiff and Class Counsel have determined that the  
12 Settlement is in the best interest of the Class Members.

13 23. Here, several defenses asserted by Defendants presented serious threats to the claims  
14 of the Plaintiff and the other Class Members. For instance, Defendants asserted that the employment  
15 practices complied with all applicable Labor Laws and with the FCRA, the ICRAA, and the  
16 CCRAA.

17 Specifically, Defendants argued that the Supreme Court decision in *Brinker v. Superior*  
18 *Court*, 53 Cal. 4th 1004 (2012) weakened, if not eliminated, Plaintiff’s claims on liability, value,  
19 and class certifiability as to the meal and rest period claims. Before and during the mediation,  
20 Defendants argued that they adopted and strictly enforced lawful policies and afforded Plaintiff and  
21 the Class Members compliant meal and rest breaks, and that employees like the Plaintiff *chose* not  
22 to take compliant breaks. Defendants argued, therefore, that under the *Brinker* decision they have  
23 no liability for the missed breaks whatsoever. Defendants additionally contend that the underlying  
24 merits of Plaintiffs’ wage and hour claims are deficient because, among other reasons, there is  
25 insufficient evidence to prove that: (1) any of the underlying violations actually occurred, (2) any  
26 of the putative class members were entitled to non-discretionary additional income or expense  
27 reimbursement, (3) Defendants’ wage statements did fully complied with the law, and (4) any  
28

1 rounding policy in effect during the relevant period was applied neutrally such that it did not unfairly  
2 benefit Defendants at their employees' expense.

3 24. As to the Background Check Claims, Defendants' potential exposure ranged  
4 between \$26,300 and \$263,000 (\$100-\$1,000 per person). Defendants argued, however, that the  
5 Plaintiff's FCRA claim was not viable under the United States Supreme Court decision in *Spokeo,*  
6 *Inc. v. Robins*, 136 S. Ct. 1540 (2016). Some district courts have ruled that a disclosure form that  
7 contains other information—for instance, a liability waiver—does not violate the FCRA. E.g., *Smith*  
8 *v. Waverly Partners, LLC*, 2012 U.S. Dist. LEXIS 119403, 2012 WL 3645324, at \*6 (W.D.N.C.  
9 Aug. 23, 2012); *Burghy v. Dayton Racquet Club, Inc.*, 695 F. Supp. 2d 689, 699 (S.D. Ohio 2010).  
10 Finally, the court may find remitter/reduction of the statutory damages appropriate. See e.g.  
11 *Klingensmith v. Max & Erma's Restaurants, Inc.*, 2007 U.S. Dist. LEXIS 81029, 2007 WL 3118505,  
12 at \*5 (E.D. Pa. 2007). A comparison of recently approved FCRA settlements involving similar  
13 facts confirms the reasonableness of this Settlement. The Court in *Pietras v. Sentry Ins. Co.*, 513  
14 F. Supp. 2d 983, 985 (N.D. Ill 2007), “cited eighteen cases, which settled for an average of \$34.59  
15 per class member.” The Settlement of \$190.11 per Class Member in this case far exceeds this range.

16 25. There was also a significant risk that, if the Action was not settled, Plaintiff would  
17 be unable to obtain class certification and thereby not recover on behalf of any employee other than  
18 herself. Defendants argued that the individual experience of each employee varied with respect to  
19 the alleged claims. While other cases have approved class certification of wage and hour claims,  
20 class certification in this action would have been hotly disputed and was not a foregone conclusion,  
21 because, among other reasons, Defendants contend that: (1) Plaintiff will not be able to identify  
22 sufficiently pervasive patterns and practices to justify class claims, (2) Defendants policies and  
23 procedures as set forth in their employee materials complied with all California laws, and (3)  
24 Plaintiff herself did not suffer all of the alleged violations for which she seeks to be class  
25 representative. Even if class certification was successful, as demonstrated by the California  
26 Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are  
27 significant hurdles to overcome for a class-wide recovery even where the class has been certified.

1           26. Finally, Plaintiff's expert calculated that Defendants could be liable for PAGA  
2 penalties in an amount of \$2,267,100. However, Courts have considerable discretion to reduce the  
3 penalty award. Some trial courts have awarded no civil penalties, even when Labor Code violations  
4 are established. *See In re Nordstrom Com. Cases*, 186 Cal.App.4th 576, 589 (2010) (affirming an  
5 award of \$0 in PAGA penalties in a wage and hour class action). To recover any PAGA penalties,  
6 Plaintiff would be required at trial to prove each of the underlying Labor Code violations. See  
7 *Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist. LEXIS 13126, \*10 (C.D. Cal. 2011) Here,  
8 Plaintiff would need to prove that each Aggrieved Employee suffered a violation for each pay period  
9 the employee worked. Again, Defendants raised several defenses that present serious threats to the  
10 claims of the Plaintiff and the Aggrieved Employees. In all, Plaintiff's PAGA liability exposure is  
11 hotly contested. *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), illustrates the risk of  
12 PAGA claims. In *Carrington*, while the plaintiff prevailed on his PAGA claim upon trial, the trial  
13 court reduced the maximum PAGA penalty amount by 90%, citing the employer's good faith  
14 attempt at complying with the law. *Id.* at 517. Upon review, the Court of Appeal found such  
15 reduction to be proper. *Id.* at 539. Again, the *Carrington* decision was after Plaintiff prevailed at  
16 trial, and even then, the PAGA penalties were reduced by 90%.

17           27. Plaintiff will apply to the Court for a Class Representative Payment in consideration  
18 for her service, and for the risks undertaken on behalf of the Class. (Agreement at § 3.2.1.) Plaintiff  
19 performed her duties admirably by working with Class Counsel. At this stage, the requested  
20 Plaintiff's service payment is well within the accepted range of awards for purposes of preliminary  
21 approval. *See e.g. Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386 (E.D. Cal.  
22 2018) (awarding \$12,500 where average class member payment was \$351); *Holman v. Experian*  
23 *Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (N.D. Cal. 2014) (approving \$10,000 service  
24 award where class member recovery was \$375); *Rausch v. Hartford Fin. Servs. Grp.*, 2007 U.S.  
25 Dist. LEXIS 14740, 2007 WL 671334 (D. Or. 2007) (approving award of \$10,000 where class  
26 member recoveries were as little as \$150); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL  
27 4473183, \*7 (S.D.Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six plaintiffs in  
28 overtime class action); *Glass v. UBS Fin. Servs.*, 2007 WL 221862, \*16-17 (N.D.Cal. 2007)

1 (awarding \$25,000 service award in overtime class action and a pool of \$100,000.00 in  
2 enhancements). As explained in *Glass v. UBS Financial Services, Inc.*, service awards are routinely  
3 awarded to class representatives to compensate the employees for the time and effort expended on  
4 the case, for the risk of litigation, for the fear of suing an employer and retaliation there from, and  
5 to serve as an incentive to vindicate the statutory rights of all employees. 2007 WL 221862 at \*16-  
6 17.

7 28. The stage of the proceedings at which this Settlement was reached supports  
8 preliminary approval and ultimately, final approval of the Settlement. Class Counsel has conducted  
9 a thorough investigation into the facts of the class action, including before this action was filed.  
10 Prior to the mediation, Class Counsel performed significant review and analysis of Defendants'  
11 documents, time records and pay records via both formal and informal discovery. Class Counsel  
12 engaged in a thorough research and analysis of the relevant claims and data. Class Counsel are  
13 experienced with the claims at issue here, as Class Counsel previously litigated and settled similar  
14 claims in numerous other actions. Accordingly, the Settlement did not occur until Class Counsel  
15 possessed sufficient information to make an informed judgment regarding the likelihood of success  
16 on the merits and results that could be obtained through further litigation.

17 29. Based on the foregoing data and their own independent investigation and evaluation,  
18 Class Counsel is of the opinion that the settlement with Defendant for the terms set forth in the  
19 Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all  
20 known facts and circumstances, including the risk of significant delay, defenses asserted by  
21 Defendant, and numerous potential appellate issues. There can be no doubt that Counsel for both  
22 Parties possessed sufficient information to make an informed judgment regarding the likelihood of  
23 success on the merits and the results that could be obtained through further litigation.

#### 24 **Class Certification Issues**

25 30. Plaintiff contends that the proposed Settlement meets all the requirements for class  
26 certification under the California Code of Civil Procedure section 382 as demonstrated below, and  
27 therefore, the Court may appropriately approve the Class as defined in the Agreement. This Court  
28 should conditionally certify the Class for settlement purposes only, defined as follows:

1        The “Class” or “Class Members” includes:

2        **“All non-exempt employees who are or previously were employed by Defendants and**  
3        **performed work in California during the Class Period. (Agreement at § 1.7.)**

4        The Parties estimate that there are 26,208 workweeks worked by 263 Class Members.  
(Agreement at § 4.1.)

5            a. **Numerosity** – Here, the approximately 263 current and former employees that  
6            comprise the Class can be identified based on Defendant’s records and are  
7            sufficiently numerous for class certification.

8            b. **Common Issues Predominate** - Here, Plaintiff contends that common questions  
9            of law and fact are present. Specifically: (i) whether Defendants failed to pay  
10           Class Members for all hours worked; (ii) whether Defendants failed to provide  
11           meal and rest periods to Class Members; (iii) whether Defendants failed to timely  
12           furnish accurate, itemized and legal wage statements; (iv) whether Defendants  
13           subjected Class Members to unfair business practices; (v) whether Defendants’  
14           authorization and consent forms complied with the FCRA, ICRAA and CCRAA;  
15           and (vi) whether Defendants are liable for attorneys’ fees and costs.

16           c. **Typicality** – In the instant case, Plaintiff contends that the typicality requirement  
17           is fully satisfied. Plaintiff, like every other member of the Class was employed  
18           by Defendants and is a member of the Class. Plaintiff was subject to the same  
19           employment practices, meal and rest periods, and received similar wage  
20           statements. Plaintiff was also subject to Defendants’ allegedly unlawful  
21           background checks. Thus, the claims of the Plaintiff and the Class Members arise  
22           from the same course of conduct by the Defendants, involve the same  
23           employment policies, and are based on the same legal theories.

24           d. **Adequacy** – Plaintiff contends that the Class Members are adequately  
25           represented because Plaintiff and Class Counsel (a) do not have any conflicts of  
26           interest with other Class Members, and (b) will prosecute the case vigorously on  
27           behalf of the class. (*See Hanlon*, 150 F.3d at 1020.) Plaintiff is well aware of her  
28           duties as a representative of the Class and has actively participated in the

1 prosecution of this case to date. First, Plaintiff effectively communicated with  
2 Class Counsel, provided documents to them and participated investigation and  
3 negotiations in the Action. Second, Plaintiff retained competent counsel who are  
4 experienced in employment class actions. Third, there is no antagonism between  
5 the interests of the Plaintiff and those of the Class. Both the Plaintiff and the  
6 Class Members seek monetary relief under the same set of facts and legal  
7 theories.

8 31. Class Counsel are experienced in prosecuting class action lawsuits and can  
9 competently represent the Class. Attorneys from both Class Counsel's firms have extensive class  
10 litigation experience, handling a number of class action and complex commercial cases and have  
11 acted both as counsel and as lead and co-lead counsel in a variety of these matters. Class Counsel  
12 have successfully prosecuted and obtained significant recoveries in numerous class action lawsuits  
13 and other lawsuits involving complex issues of law and fact. Class Counsel have been involved as  
14 class counsel in over two hundred class action matters, including many wage and hour class actions.  
15 Class Counsel has been found to be adequate counsel by the courts throughout California. A true  
16 and correct copy of the resumes of the firms comprising Class Counsel are attached hereto as Exhibit  
17 #2 and the concurrently filed Declaration of Jean-Claude Lapuyade. Class Counsel have been  
18 approved as experienced class counsel in both state and federal courts in California in contested  
19 class certification proceedings. Thus, the adequacy requirement is satisfied.

20 32. The Class Notice, drafted jointly and agreed upon by the Parties through their  
21 respective counsel and to be approved by the Court, includes all relevant information. (See Exhibit  
22 A to the Agreement). The Class Notice will include, among other information: (i) information  
23 regarding the Action; (ii) the impact on the rights of the Class Members if they do not opt out; (iii)  
24 information to the Class Members regarding how to opt out and how to object to the Settlement;  
25 (iv) the estimated settlement payment for each of the Class Members; (v) the amount of attorneys'  
26 fees and litigation expenses to be sought; (vi) the amount of the Plaintiffs' service award request;  
27 (vii) the amount being paid to the LWDA; and (viii) the administration fees to be paid to the  
28 Settlement Administrator. The Class Notice will state that the Class Members shall have forty-five

(45) days from the date that the Class Notice is mailed to them to request exclusion or to submit an objection. (Agreement at Exhibit 1). The Class Members will be given an opportunity to object to the terms of the Agreement and/or the request for attorneys' fees and costs and to participate at the final approval hearing. (Agreement at Exhibit 1). Class Members will be instructed to only contact the Settlement Administrator and Class Counsel and not the Court. (Agreement at Exhibit 1). Class Members who do not opt out will automatically receive a settlement payment. This notice program was designed to meaningfully reach the Class Members and advises them of all pertinent information concerning the settlement. The mailing and distribution of the Class Notice satisfies the requirements of due process, and is the best notice practicable under the circumstances and constitutes due and sufficient notice to all persons entitled thereto. The Class Notice provides information on the terms and provisions of the settlement; the benefits that the settlement provides for Class Members; the date, time and place of the final settlement approval hearing; and the procedure and deadline for submitting comments, objections, and requests for exclusion. The Class Notice complies with Rules of Court 3.766 and 3.769(f).

#### **Additional Issues**

33. **Average Class Member Payment** – Should the Court approve the above distributions, the Net Settlement Amount is estimated to be \$457,000, which means that the average payment to a Class Members is approximately \$1,737.64.

34. **Right to Reject Settlement** – The Settlement provides that Defendant can void the agreement if five percent (5%) or more of the Class Members opt out.

35. **National Change of Address** – The Settlement Administrator is required to perform a National Change of Address search on any Class Notice Packet returned by the U.S. Postal Service as non-deliverable, and re-mail the Class Notice Packet to the Class Member's new address under section 8.4.3 of the Class Action Settlement Agreement.

36. **Information Received** – In this case, Plaintiff received all of the information needed to evaluate the claims being settled. The following is a summary of the relevant documents received, reviewed and analyzed by Plaintiff in order to evaluate the claims:

- a. Sample data showing the employees, their employment dates, their time sheets, hourly rates, and their wages.
- b. Sample data showing time records including punch-in and punch-out times.
- c. Sample data showing pay records.
- d. Sample data concerning recorded meal periods.
- e. Defendants' Employee Handbook for the relevant time period, which outlined the wage and hour policies of Defendant.
- f. Employee file of Plaintiff.
- g. Samples of wage statements provided by Defendants to employees.
- h. Sample payroll data.
- i. Hiring and termination forms used by Defendants for employees.

37. **Valuation of Damages** – For the Class, Plaintiff estimates that Defendants potentially could be subject to maximum liability for damages in the amount of \$3,678,035 consisting of \$1,289,025 for unpaid wages and sick pay, \$1,010,350 for rest periods, and \$1,378,660 for meal periods. In addition, Plaintiff's expert calculated \$777,040 in waiting time penalties and \$583,150 for wage statement penalties.<sup>5</sup> Consequently, the Settlement of \$870,000 represents approximately 23.6% of the maximum estimated labor code *damages*, and 17.3% of the maximum combination of labor code damages and penalties to the Class, assuming these amounts could be proved at trial (excluding PAGA Penalties).

- a. **Minimum and Overtime Wages** - The allegation of unpaid wages in this case, including minimum and overtime wages, is based on a theory that Defendant failed to pay for time in which employees were required to

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<sup>5</sup> While Plaintiff alleged claims for statutory penalties, they recognize that this claim is subject to various defenses asserted by Defendant. Plaintiff's claims pursuant to Labor Code Section 226 and various PAGA penalties are also subject to a good faith defense as to whether any premium wages for meal or rest periods or other wages were owed given Defendant's position that Plaintiff and the Class were properly compensated. (*See Reber v. AIMCO/Bethesda Holdings, Inc.*, 2008 WL 4384147, at \*9 (C.D. Cal. Aug. 25, 2008) (granting defendant's motion for summary judgment on claim for failure to provide accurate itemized wage statements "because a good faith dispute exists... [therefore, defendant] was not 'knowing and intentional' in failing to provide [Section 226] statements").)

1 undergo COVID screenings while off the clock, failed to pay for time spent  
2 performing pre/post-shift work, and employed an unlawful rounding policy.  
3 According to the data received, the potential damages were estimated to be  
4 \$1,289,025.

5 **b. Meal and Rest Period Damages** – Meal and rest break premiums were  
6 calculated as 1 hour of wages for each violation. Plaintiff calculated the  
7 potential maximum value of the meal and rest break damages to be  
8 \$1,010,350 for rest periods and \$1,378,660 for meal periods. The allegation  
9 of unpaid meal break and rest break premiums in this case is based on a  
10 theory that Class Members were unable to take a compliant break on a  
11 consistent basis. Defendant presented significant defenses to this claim, as  
12 discussed in detail above.

13 **c. Waiting Time and Wage Statement Penalties** – The California Supreme  
14 Court recently issued a decision in *Naranjo v. Spectrum Security Services,*  
15 *Inc.* (2022) 13 Cal.5th 93, in which the Court concluded that meal premiums  
16 are “wages,” thus entitling Plaintiff and Class Members to derivative waiting  
17 time and wage statement penalties for Defendant’s meal and rest period  
18 violations. Accordingly, Plaintiff’s expert calculated \$777,040 in waiting  
19 time penalties and \$583,150 for wage statement penalties. However, in order  
20 to recover Section 203 and 226 penalties, the violation must be intentional.  
21 Because the instant case relies largely on meal break and rest break  
22 violations, the Section 203 and 226 penalties were far from guaranteed.

23 **d. PAGA Penalties** PAGA penalty calculations are highly variable. Class  
24 Counsel is unaware of any PAGA judgment in which substantial PAGA  
25 penalties were awarded at the full statutory rate, rather, the PAGA judgments  
26 have typically decreased the amount of the per violation penalty to a fraction  
27 of the statutory amount. Without reducing or mitigating the PAGA penalties,  
28 Plaintiff calculated that the potential PAGA penalties at the maximum rate

1 of \$2,267,100.00. Though these PAGA penalty amounts were duplicative  
2 and were likely not awardable at the maximum rate, there is an additional  
3 basis for concluding that the settlement in this case is reasonable even with  
4 PAGA penalties in this amount. Specifically, PAGA penalties are not  
5 seriously valued by employers for purposes of settlement. This is true  
6 because PAGA penalty claims are routinely settled at a small fraction of the  
7 potential penalties. For example, Judge Nelson in Price v. Uber  
8 Technologies, (Los Angeles Superior Court case no. BC554512), recently  
9 approved a PAGA settlement of \$7.75 million for 1.5 million drivers where  
10 the maximum PAGA liability was \$151 billion. Thus, the PAGA penalties  
11 were settled for 0.005% of the PAGA liability. Notably, this was the largest  
12 PAGA settlement in the 15-year history of PAGA. So while PAGA penalty  
13 figures may be inflated to significant numbers, realistic settlements of PAGA  
14 claims result in a settlement amount of less than 1% of the PAGA liability.

15 **e. Notice to LWDA.** On March 6, 2023, at the time this motion was submitted  
16 for filing, I submitted a copy of the fully executed settlement agreement to  
17 the LWDA through their online filing system, and received an email  
18 confirming the submission of the proposed settlement. (See Exhibit 3.)

19 I declare under penalty of perjury under the laws of the State of California that the foregoing  
20 is true and correct. Executed this 6th day of March, 2023, at San Diego, California.

21  
22 By: 

23 Shani O. Zakay  
24  
25  
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27  
28

# **EXHIBIT 1**

## CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Ann Klein Pacia (hereinafter “Plaintiff”) and defendants Kilroy Realty, L.P., and Kilroy Realty Corporation (collectively, “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as a “Party.”

### 1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations and other claims against Defendants captioned *Pacia v. Kilroy Realty, L.P., et al.*, Case Number 21STCV20624, initiated on June 2, 2021, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means ILYM Group Inc., 14771 Plaza Drive, Ste. L, Tustin, CA 92780; Tel: 1-888-250-6810, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Aggrieved Employee” means a person employed by Defendants at any time during the PAGA Period.
- 1.4. “Attorneys’ Fees and Litigation Costs” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.5. “Background Check Class Claims” means the claims alleged in the Complaint and the Second Amended Complaint for (1) Violation of the Fair Credit Reporting Act for Failure to Make Proper Disclosures in violation of 15 U.S.C. § 1681 et seq; (2) Violation of the Fair Credit Reporting Act for Failure to Obtain Proper Authorization in violation of 15 U.S.C. § 1681 et seq.; (3) Violation of the investigative Consumer Reporting Agencies Act for Failure to Make Proper Disclosures in violation of California Civil Code section 1786 et seq; and (4) Violations of the Consumer Credit Reporting Agencies Act for Failure to Obtain Proper Disclosures in violation of California Civil Code section 1785 et seq.
- 1.6. “Background Check Payment” shall mean the total amount of Fifty Thousand Dollars (\$50,000.00) payable from the Maximum Settlement Amount allocated to Participating Class Members on a per capita basis.
- 1.7. “Class” shall mean all non-exempt employees who are or previously were employed by Defendants and performed work in California during the Class Period.
- 1.8. “Class Counsel” means Jean Claude Lapuyade, Esq. of JCL Law Firm, APC, Shani Zakay of Zakay Law Group, APLC, and the attorneys at Blumenthal, Nordrehaug, Bhowmik & De Blouw, LLP

- 1.9. “Class Data” means Class Member identifying information in Defendants’ possession that Defendants will provide to the Administrator. To the extent available, the Class Data shall include the Class Member’s full name, last-known mailing address, Social Security number, telephone number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.10. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member.
- 1.11. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member 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 Class Members.
- 1.12. “Class Notice” means the Court-approved Notice of Class Action Settlement in a form substantively similar to **Exhibit A**, to be mailed to Class Members informing them of the settlement, including their rights to request exclusion or to object to the Settlement, the right to dispute their estimated workweeks/payment, of their estimated payment to be received without the need to return a claim form, and the date set for the Final Approval Hearing.
- 1.13. “Class Period” means the period commencing June 2, 2017, up to and including October 27, 2022.
- 1.14. “Class Representative” means Plaintiff, who is seeking Court approval to serve as Class Representative in the Action.
- 1.15. “Class Representative Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.16. “Court” means the Superior Court of California, County of Los Angeles.
- 1.17. “Defense Counsel” means Cypress LLP
- 1.18. “Effective Date” means the date on which the Court’s Judgment on its Order Granting Final Approval of the Settlement is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

- 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. “Funding Date” means the date on which Defendants fund the Maximum Settlement Amount and any employer payroll taxes owed on the Wage Portions of the Individual Class Payments to the Administrator.
- 1.23. “Individual Background Check Payment” means a Participating Class Member’s per capita share of the Background Check Payment.
- 1.24. “Individual Class Payment” means a Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks the Participating Class Member worked during the Class Period.
- 1.25. “Individual PAGA Payment” means an Aggrieved Employee’s pro rata share of 25% of the PAGA Payment calculated according to the number of Workweeks the Aggrieved Employee worked during the PAGA Period.
- 1.26. “Individual Claims” means Plaintiff’s claims brought in her individual capacity for Wrongful Termination in Violation of Public Policy and Violation of Govt Code § 12940 against Defendants, as alleged in the operative complaint in the Action.
- 1.27. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.28. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699, subd. (i).
- 1.29. “LWDA Payment” means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.30. “Maximum Settlement Amount” means Eight Hundred Seventy Thousand Dollars and Zero Cents (\$870,000.00) which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 herein. The Maximum Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA Payment, Individual Background Check Payments, Attorneys’ Fees and Litigation Costs, Class Representative Payment, and the Settlement Administration Fees.
- 1.31. “Net Settlement Amount” means the Maximum Settlement Amount, less the following payments in the amounts approved by the Court: the PAGA Payment, the Background Check Payment, Class Representative Payment, Attorneys’ Fees and Litigation Costs, and the Settlement Administration Fees. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.

- 1.32. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.33. “Non-Wage Portions” means 80% of each Participating Class Member’s Individual Class Payment allocated to settlement of claims for interest and penalties.
- 1.34. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.35. “PAGA Period” means the period between February 3, 2020 and continuing through up to and including October 27, 2022.
- 1.36. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.37. “PAGA Notice” means Plaintiffs’ May 19, 2021 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.38. “PAGA Payment” means the total amount of Thirty Thousand Dollars And No Cents (\$30,000.00) payable from the Maximum Settlement Amount, allocated 25% to the Aggrieved Employees (\$7,500.00) and the 75% to LWDA (\$22,500.00) in settlement of PAGA claims asserted in the Action.
- 1.39. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.40. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.41. “Released Class Claims” means all class claims alleged in the operative complaint which occurred during the Class Period (the “Class Claims”), and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and class claims outside the Class Period.
- 1.42. “Released PAGA Claims” means all PAGA claims alleged in the operative complaint and Plaintiff’s PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside the PAGA Period.
- 1.43. “Released Parties” means: Defendants, and their parents, subsidiaries, affiliates, owners, partners, principals, officers, directors, exempt-employees, managers, members, predecessors, successors, insurers, insureds, attorneys, accountants, agents, and representatives.

- 1.44. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Settlement signed by the Class Member.
- 1.45. "Response Deadline" means forty-five (45) calendar days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are re-sent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.
- 1.46. “Settlement Administration Fees” means the amount the Administrator will be paid from the Maximum 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 Preliminary Approval of the Settlement.
- 1.47. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.48. “Wage Portions” means 20% of each Participating Class Member’s Individual Class payment allocated to settlement of wage claims.
- 1.49. “Workweek” means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

## **2. RECITALS.**

- 2.1. On February 3, 2021, Plaintiff filed a Notice of Violations with the LWDA and served the same on Defendant pursuant to Labor Code section 2699.3, subd.(a).
- 2.2. On June 2, 2021, Plaintiff filed a Class Action Complaint alleging causes of action against Defendants for (1) Unfair Competition in Violation of Bus. & Prof. Code sections 17200 et seq; (2) Failure to pay minimum wages in violation of California Labor Code sections 1194, 1197 and 1197.1; (3) Failure to pay overtime wages in violation of California Labor Code sections 510 et seq; (4) Failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; (5) Failure to provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; (6) Failure to provide accurate itemized wage statements in violation of California Labor Code section 226; (7) Failure to provide wages when due in violation of California Labor Code sections 201, 202 and 203; and (8) Failure to reimburse employees for required expenses in violation of California Labor Code section 2802; and (9) Violation of the Fair Credit Reporting Act for Failure to Make Proper Disclosures in violation of 15 U.S.C. § 1681 et seq; (10) Violation of the Fair Credit Reporting Act for Failure to Obtain Proper Authorization in violation of 15 U.S.C. §

1681 et seq.; (11) Violation of the investigative Consumer Reporting Agencies Act for Failure to Make Proper Disclosures in violation of California Civil Code section 1786 et seq.; (12) Violations of the Consumer Credit Reporting Agencies Act for Failure to Obtain Proper Disclosures in violation of California Civil Code section 1785 et seq.; (13) Wrongful Termination in Violation of Public Policy; and (14) Violation of Govt Code § 12940.

- 2.3. On September 20, 2021, Plaintiff filed the First Amended Complaint in the Action and added a cause of action for Violation of the Private Attorney General Act (“PAGA”) in violation of Cal. Labor Code § 2698 et seq., while dismissing the Background Check Class Claims.
- 2.4. Following the filing of the First Amended Complaint, the Parties agreed to participate in mediation with Steven Rottman, Esq.
- 2.5. Prior to mediation, Plaintiff obtained, through informal discovery, timekeeping and payroll records for a sampling of the Class Members. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.6. On September 29, 2022, the Parties participated in mediation, which led to this Settlement.
- 2.7. To memorialize their agreement, on November 1, 2022, the Parties executed a binding Memorandum of Understanding.
- 2.8. The Parties, on behalf of themselves and their counsel, and Class Counsel 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. Maximum Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants, jointly and severally, promise to pay the Maximum Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Maximum Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Maximum Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Maximum Settlement Amount will revert to Defendant.
- 3.2. Payments from the Maximum Settlement Amount. The Administrator will make and deduct the following payments from the Maximum Settlement Amount, in the

amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Payment to the Class Representative of not more than \$5,000.00 (in addition to any other amounts the Class Representative is entitled to receive pursuant to this Settlement). Defendants will not oppose Plaintiff's request for a Class Representative Payment that does not exceed this amount. As part of the motion for Attorneys' Fees and Litigation Costs, Plaintiff will seek Court approval for any Class Representative Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for taxes owed on the Class Representative Payment.

3.2.2. To Class Counsel: Attorneys' Fees of not more than one-third of the Maximum Settlement Amount, which is currently estimated to be Two Hundred Ninety Thousand (\$290,000.00) and Litigation Costs of up to Thirty Thousand Dollars and Zero Cents (\$30,000.00). Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Attorneys' Fees and Litigation Costs no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves Attorneys' Fees and/or Litigation Costs less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Attorneys' Fees and/or Litigation Costs. The Administrator will pay the Attorneys' Fees and Litigation Costs using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Attorneys' Fees and Litigation Costs and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments. The awarded attorneys' fees shall be allocated in the following percentages:

Thirty-five percent (35%) to the JCL Law Firm, APC; Thirty-five percent (35%) to the Zakay Law Group, APLC; and Thirty percent (30%) to Blumenthal, Nordrehaug, Bhowmik & De Blouw, LLP.

The Litigation Costs will be allocated among Class Counsel in accord with each counsel's actually incurred litigation costs as supported by their respective declaration at the time of Final Approval.

3.2.3. To the Administrator: The Settlement Administration Fees not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00) except for a showing of good cause and as approved by the Court. To the extent the Settlement Administration Fees are less or the Court approves payment less than

\$8,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member:

3.2.4.1. An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks worked during the Class Period.

3.2.4.2. Tax Allocation of Individual Class Payments. The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.3. An Individual Background Check Payment calculated by dividing the Background Check Payment (\$50,000.00) by the number of Participating Class Members.

3.2.4.4. Tax Allocation of Individual Background Check Payments. 100% of each Participating Class Members' Individual Background Check Payments will be allocated to settlement of claims for penalties, is not subject to wage withholdings, and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Background Check Payments.

3.2.4.5. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments or Individual Background Check Payments. Any portion of the Net Settlement Amount that would have been paid to any Non-Participating Class Members shall be distributed to Participating Class Members, as described above.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Payment in the amount of \$30,000.00 to be paid from the Maximum Settlement Amount, with 75% (\$22,500.00) allocated to the LWDA Payment and 25% (\$7,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Payment by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b)

multiplying the result by each Aggrieved Employee's PAGA Pay Periods. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2.If the Court approves PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.6. To any relevant tax authorities: The Administrator will calculate, deduct, and pay to the relevant state and federal tax authorities any and all employee wage withholding arising from the Individual Class Payments.

#### **4. SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Class Workweeks and Aggrieved Employee PAGA Pay Periods. Based on a review of its records to date, Defendants estimate there are 263 Class Members who collectively worked a total of 26,208 Workweeks, and 211 Aggrieved Employees who worked a total 7300 of PAGA Pay Periods.

4.2. Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator via a secure email link to an email account to be specified by the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel and the Administrator if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class 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 Class Data.

4.3. Funding of Maximum Settlement Amount. The Funding Date shall be no later than sixty-five (65) calendar days after the Effective Date.

4.4. Payments from the Maximum Settlement Amount. Within fourteen (14) days after the Funding Date, the Administrator will mail checks for all Individual Class Payments, all Individual Background Check Payments, all Individual PAGA Payments, the LWDA Payment, the Settlement Administration Fees, Attorneys' Fees and Litigation Costs, and the Class Representative Payment. Disbursement of the Attorneys' Fees and Litigation Costs and the Class Representative Payment shall not

precede disbursement of Individual Class Payments, Individual Background Check Payments, and Individual PAGA Payments.

- 4.4.1. The Administrator will issue checks for the Individual Class Payments, Individual Background Check Payments, and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (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. The Administrator may send Participating Class Members a single check combining the Individual Class Payment, Individual Background Check Payments and the Individual PAGA Payment. 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 a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) calendar days of receiving a returned check, the Administrator must re-mail checks to the forwarding address provided by the USPS or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, if requested by the Class Member prior to the void date.
- 4.4.3. For any Class Member whose Individual Class Payment/ Individual Background Check Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the Community Law Project consistent with Code of Civil Procedure Section 384, subd. (b) ("Cy Pres Recipient"). The Parties, Class Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.
- 4.4.4. The payment of Individual Class Payments, Individual Background Check Payments, and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **SECOND AMENDED COMPLAINT.** Prior to the filing of Plaintiff's Motion for Preliminary Approval, the Parties shall stipulate for leave for Plaintiff to file a Second Amended Complaint to re-assert the Background Check Class Claims. If the Court denies the Parties' stipulation, the Parties should attempt to address the Court's reasons for denial first, and if those attempts are unsuccessful, this Agreement shall be voidable at Defendants' sole

discretion.

**6. RELEASES OF CLAIMS.** Effective on the Funding Date, Plaintiff, Participating Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

6.1. Release by Participating Class Members: As of the Funding Date, Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge Released Parties from the Released Class Claims.

6.2. Release by Aggrieved Employees: As of the Funding Date, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all Released PAGA Claims.

**7. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals and this Agreement. Among other things, the Motion for Preliminary Approval shall include a request for dismissal of the Individual Claims with prejudice upon entry of Judgment.

7.1. Defendants’ Declaration in Support of Preliminary Approval. Within thirty (30) calendar days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator or the Cy Pres Recipient. In their Declarations, Defense Counsel and Defendants 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.

7.2. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; and (iii) a draft proposed Class Notice.

7.3. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than sixty (60) calendar days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for

Preliminary Approval and/or the supporting declarations and documents, Class 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 Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class 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.

## **8. SETTLEMENT ADMINISTRATION.**

- 8.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for Settlement Administration Fees. 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.
- 8.2. 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.
- 8.3. 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.
- 8.4. Notice to Class Members.
  - 8.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the Class Data has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.
  - 8.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice, with Spanish translation, if applicable, substantially in the form attached to this Agreement as Exhibit 1. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment, Individual Background Check Payment, and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- 8.4.3. Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 8.4.4. The deadlines for Class Members' written objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the forty-five (45) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 8.4.5. If the Administrator, the Parties, Class Counsel, or Defense Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice but did not, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5. Requests for Exclusion (Opt-Outs).

- 8.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 8.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The

Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

8.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.1 and 6.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or Individual Background Check Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.2 of this Agreement and are eligible for an Individual PAGA Payment.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination on any such challenges.

8.7. Objections to Settlement.

- 8.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Attorneys' Fees and Litigation Costs and/or Class Representatives Payment.
  - 8.7.2. Participating Class Members may send any such written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than forty-five (45) calendar days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice was re-mailed).
  - 8.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- 8.8. 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.
- 8.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Attorneys' Fees and Litigation Costs and Class Representatives Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
  - 8.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
  - 8.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally

the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments, Individual Background Check Payments, and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

- 8.8.4. Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- 8.8.5. Administrator's Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- 8.8.6. Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Maximum Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

**9. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE** Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, there are 26,208 Workweeks during the Class Period. If the actual Workweeks in the Class Period exceeds 26,208 by more than 10%, the Maximum Settlement Amount will increase proportionally for the number of Workweeks over 110% of 26,208 (28,829).

**10. MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the

calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order, and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) calendar days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) calendar days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together to attempt in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval, subject to Defendants’ rights under Section 12.1 herein. The Court’s decision to award less than the amounts requested for the Class Representatives Payment, Attorneys’ Fees and Litigation Costs and/or Settlement Administration Fees shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.3. 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.
- 10.4. Waiver of Right to Appeal. Provided the Judgment does not materially change the Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, 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 an objector 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.
- 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to try to negotiate

a new agreement to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Settlement Administration Fees reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representatives Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Maximum Settlement Amount remains unchanged.

**11. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

**12. ADDITIONAL PROVISIONS.**

- 12.1. Defendants' Right of Revocation. If 5% or more of the Class Members opt out of the Settlement as provided for in section 8.5, or if the Court withholds approval or materially modifies Defendants' obligations set forth herein, Defendants shall have the ability to revoke this Agreement and this Settlement, in their sole discretion.
- 12.2. No Admission of Liability, Class Certification, 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 Defendants that any of the allegations in the operative complaint filed in the Action have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reason, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' 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 this Settlement and/or this Agreement).
- 12.3. Confidentiality Prior to Preliminary Approval. Plaintiff and Defendants, separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and their respective counsel will not disclose, disseminate, and/or publicize, or cause or permit another person to disclose, disseminate, or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

- 12.4. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff and Defendants agree that they and their respective counsel will not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.
- 12.5. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.
- 12.6. 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, except those obligations set forth in that certain separate confidential settlement agreement and release between Plaintiff in her individual capacity and Defendants to resolve the Individual Claims. The Parties expressly agree that this Agreement supersedes the Memorandum of Understanding and all obligations set forth therein. If there are any conflicts between the Memorandum of Understanding and this Agreement, this Agreement controls.
- 12.7. Attorney Authorization. Class Counsel separately warrants and represents that they are authorized by Plaintiff 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.
- 12.8. Cooperation. The Parties will work together expeditiously to obtain preliminary and final approval of this Settlement.
- 12.9. 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 any portion of any liability, claim, demand, action, cause of action, or right released and/or discharged by the Party in this Settlement.
- 12.10. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants, 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.

- 12.11. 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.
- 12.12. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.13. 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.
- 12.14. 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.
- 12.15. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.16. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final payout of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 12.17. 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.
- 12.18. 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.
- 12.19. 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:

**JCL LAW FIRM, APC**  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
T: 619-599-8292  
jlapuyade@jcl-lawfirm.com

**ZAKAY LAW GROUP, APLC**  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
T: 619-892-7095  
F: 858-404-9203  
Shani@zakaylaw.com

To Defendants:

**CYPRESS LLP**  
11111 Santa Monica Boulevard, Suite 500  
Los Angeles, CA 90025  
T: 424-901-0123  
F: 424-750-5100

- 12.20. 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.
- 12.21. 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, the date to bring a case to trial under CCP section 583.310 shall be tolled for the entire period of this settlement process.
- 12.22. Plaintiff's Individual Claims. In addition to this Agreement and the claims she is releasing hereby, Plaintiff is entering into a separate individual settlement agreement, which shall provide for a separate individual payment, and which shall provide for an additional broad release, including a waiver of Civil Code Section 1542. That release, waiver and discharge of all claims shall include, but will not be limited to,

any and all claims arising out of the Action, as well as additional claims described in the individual settlement agreement, which are separate and different from the claims alleged in the Action.

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IT IS SO AGREED TO AS TO FORM AND CONTENT BY PLAINTIFF:

Dated: Feb 13, 2023, 2022

Ann Klein Pacia

Ann Klein Pacia (Feb 13, 2023 18:21 CST)

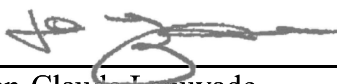
Plaintiff Ann Klein Pacia

Dated: February 14, 2023, 2022



Shani O. Zakay  
Zakay Law Group, APLC  
Attorney for Plaintiffs

Dated: February 14, 2023, 2022



Jean-Claude Lapuyade  
The JCL Law Firm, APC  
Attorney for Plaintiffs

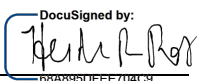
IT IS SO AGREED TO AS TO FORM AND CONTENT BY DEFENDANT:

Dated: February 14, 2023, 2022

Dated: February 14, 2023, 2022

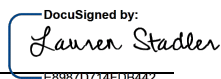
Kilroy Realty, L.P

By: Heidi Roth

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Its: EVP, Chief Administrative Officer

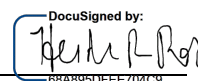
By: Lauren Stadler

DocuSigned by:  
  
E8987D714FDB442...

Its: SVP, Corporate Counsel

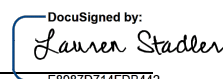
Kilroy Realty Corporation

By: Heidi Roth

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Its: EVP, Chief Administrative Officer

By: Lauren Stadler

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E8987D714FDB442...

Its: SVP, Corporate Counsel

# **EXHIBIT A**

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING  
DATE FOR FINAL COURT APPROVAL**

*Pacia v. Kilroy Realty, L.P., et al.* Case No. 21STCV20624

***The Superior Court for the State of California authorized this Notice. Read it carefully!  
It is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**You may be eligible to receive money** from an employee class action lawsuit (“Action”) against Kilroy Realty, L.P., and Kilroy Realty Corporation (collectively “Defendants”) for alleged wage and hour and other violations. The Action was filed by a former employee for Defendant, Ann Klein Pacia (“Plaintiff”) and seeks (1) payment of unpaid wages and penalties for, among other things, unpaid off the clock work resulting in unpaid overtime and minimum wage violations, meal and rest period violations, unreimbursed business expenses, and improper pre-employment background checks on behalf of all non-exempt employees who are or previously were employed by Defendants and performed work in California (“Class Members”) during the period of June 2, 2017 to October 27, 2022 (“Class Period”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt employees who are or previously were employed by Defendants and performed work in California (“Aggrieved Employees”) during period of February 3, 2020 to October 27, 2022 (“PAGA Period”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments and Individual Background Check Payment, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records, **your Individual Class Payment is estimated to be \$XX (less withholding), your Individual Background Check Payment is estimated to be \$XX, and your Individual PAGA Payment is estimated to be \$XX.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then, according to Defendants’ records, you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendants’ records showing that **you worked XX Workweeks** during the Class Period and **you worked XX PAGA Pay Periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See **Section 4** of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected regardless of whether you act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment, Individual Background Check Payment, and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage and other claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment or Individual Background Check Payment. You will, however, preserve your right to personally pursue Class Period wage and other claims against Defendant. If you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

**SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

|                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Don't Have to Do Anything to Participate in the Settlement</b>                                                  | If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment, Individual Background Check Payment, and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage and other claims against Defendants that are covered by this Settlement (Released Claims).                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b><br><br><b>The Opt-out Deadline is _____</b> | <p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment or Individual Background Check Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section &lt;&lt;6&gt;&gt; of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p> |

|                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b></p> <p><b>Written Objections Must be Submitted by</b></p> | <p>All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel.</p>                                                                                                                                                                |
| <p><b>You Can Participate in the Final Approval Hearing</b></p>                                                                                                | <p>The Court’s Final Approval Hearing is scheduled to take place on &lt;&lt;&gt;&gt;. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>                                                                                                                                     |
| <p><b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b></p> <p><b>Written Challenges Must be Submitted by</b></p>                            | <p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants’ records are stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by &lt;&lt;&gt;&gt;. See Section &lt;&lt;4&gt;&gt; of this Notice.</p> |

## **1. WHAT IS THE ACTION ABOUT?**

Plaintiff is a former employee for Defendants. The Action accuses Defendants of violating California labor laws by failing to pay minimum wages, including overtime wages; failing to provide legally compliant meal and rest periods; failing to pay wages due upon termination; failure to reimburse for mandatory business expenses; failing to provide accurate itemized wage statements, and performing improper pre-employment background checks. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action:

The JCL Law Firm, APC, the Zakay Law Group, APLC and Blumenthal Nordrehaug, Bhowmik & De Blouw, LLP (“Class Counsel.”)

Defendants strongly deny violating any laws or failing to pay any wages and contends it complied with all applicable laws.

## **2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

The Court has made no determination whether Defendants or Plaintiff are correct on the merits. Plaintiff and Defendants hired a private mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. These negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval.

Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

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

## **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

A. Defendants Will Pay \$870,000.00 as the Maximum Settlement Amount (Maximum Settlement). Defendants have agreed to deposit the Maximum Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Maximum Settlement to pay the Individual Class Payments, Individual Background Check Payments, Individual PAGA Payments, Class Representatives Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund

the Maximum Settlement not more than sixty-five (65) days after the Court's Judgment is final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

B. Court Approved Deductions from Maximum Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Maximum Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- a. Up to \$290,000.00 (One-third of the Maximum Settlement) to Class Counsel for attorneys' fees and up to \$30,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- b. Up to \$5,000.00 to the Class Representative as a Class Representative Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive for acting as a representative of the Class. Plaintiff may be entitled to receive an Individual Class Payment, Individual Background Check Payment, and/or an Individual PAGA Payment, which shall be calculated and paid to her in exactly the same method as it will be calculated and paid for all other Class Members.
- c. Up to \$8,000.00 to the Administrator for services administering the Settlement.
- d. At least \$30,000.00 for PAGA Payment, allocated 75% to the LWDA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.
- e. At least \$50,000.00 for the Background Check Payment, allocated on a per capita basis to all Participating Class Members.

Participating Class Members have the right to object to any of these deductions. See Section 7, below. The Court will consider all objections.

C. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Maximum Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

D. Taxes Owed on Individual Class Payments to Participating Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interests and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

E. Taxes Owed on the Individual Background Check Payments. 100% of each Participating Class Members' Individual Background Check Payments will be allocated to settlement of claims for penalties and are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Background Check Payments.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

F. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments, Individual Background Check Payments, and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be irrevocably lost to you because they will be paid to a non-profit organization or foundation ("Cy Pres").

G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void. Defendants will not pay any money and Class Members will not release any claims against Defendants.

H. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

I. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Maximum Settlement Amount, Participating Class Members will be legally barred from asserting any of the class claims alleged in the operative complaint which occurred during the Class Period (the "Released Class Claims"), and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside the Class Period. This means that, unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release: As of the Funding Date, Participating Class Members, on behalf of themselves and their respective former and present

representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge Released Parties from the Released Class Claims.

J. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have fully funded the Maximum Settlement Amount, all Aggrieved Employees will be barred from any of the PAGA claims alleged in the operative complaint and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period ("Released PAGA Claims"), and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside the PAGA Period.

The Aggrieved Employees will be bound by the following release: As of the Funding Date, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all Released PAGA Claims.

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

A. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

B. Individual Background Check Payments. The Administrator will calculate Individual Back Check Payments by dividing the Background Check Payment (\$50,000.00) by the number of Participating Class Members.

C. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$7,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

D. Workweek/PAGA Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until **MONTH XX, 2023** to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or PAGA Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You

can't appeal or otherwise challenge its final decision.

## 5. HOW WILL I GET PAID?

A. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment, the Individual Background Check Payment, and the Individual PAGA Payment, if you qualify.

B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

**Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.**

## 6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and **signed** letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Pacia v. Kilroy Realty, L.P., et al.*, Case No. 21STCV20624, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). **You must make the request yourself.** If someone else makes the request for you, it will not be valid. **You must postmark your request to be excluded by MONTH XX, 2023, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, or Individual Background Check Payments but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

## 7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least twenty-eight (28) days before the MONTH XX, 2023 Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Attorneys' Fees and Litigation Costs and Service Award stating (i) the amount Class Counsel is requesting for

attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representatives Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website <https://ilymgroup.com/> or the Court's website <https://www.lacourt.org/documentimages/civilimages/publicmain.aspx>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Attorneys' Fees and Litigation Costs, and Service Award may wish to object. **The deadline for sending written objections to the Administrator is MONTH XX, 2023.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Pacia v. Kilroy Realty, L.P., et al.*, Case No. 21STCV20624 and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

## 8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **MONTH XX, 2023** at **XX:XX am/pm** in Department XX of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Maximum Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually by contacting <https://www.lacourt.org/lacc/>. You or your attorney should be prepared to provide the case name and case number and date of the final approval hearing which is all set forth in this Notice.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <https://ilymgroup.com/> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing. Check the Court's website for the most current information.

## 9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to ILYM Group, Inc.'s website at <https://ilymgroup.com/>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.lacourt.org/lacc/>) and entering the Case Number for the Action, Case No. 21STCV20624. You can also make an appointment to

personally review court documents in the Clerk's Office at the Los Angeles Superior Court.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION  
ABOUT THE SETTLEMENT.**

Class Counsel:

**JCL LAW FIRM, APC**  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
T: 619-599-8292  
jlapuyade@jcl-lawfirm.com

**ZAKAY LAW GROUP, APLC**  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
T: 619-892-7095  
F: 858-404-9203  
Shani@zakaylaw.com

Settlement Administrator:

**ILYM Group, Inc.**  
P.O. Box 2031 Tustin, CA 92781  
T: 1-888-250-6810

**10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will have no way to recover the money.

**11. WHAT IF I CHANGE MY ADDRESS?**

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

# **EXHIBIT 2**

## **Zakay Law Group, APC**

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 255-9047

Fax: (858) 404-9203

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### **1. Firm Practice Areas:**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

### **2. Attorney Shani O. Zakay Biography:**

#### **• PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

#### **• BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

United States District Court for the District of California (all courts)

#### **• PROFESSIONAL EXPERIENCE**

**ZAKAY LAW GROUP, APLC**, San Diego, CA

Founder, April 2018

**SILLDORF LAW, LLP**, San Diego, CA (now known as Berding & Weil)

Partner, January 2012 – March 2018

#### **• EDUCATION**

**CALIFORNIA WESTERN SCHOOL OF LAW**, San Diego, CA

Juris Doctor, *magna cum laude*, April 2011

*Honors:* Dean's List: Spring 2009, Fall 2009, Spring 2010, Fall 2010, Spring 2011.

Academic Achievement Awards: Advanced Legal Research, Constitutional Law II, Criminal Procedure, Insurance Law & Litigation, Law Office Technologies, Property II, Products Liability, Trusts & Estates.

*Activities:* Associate Editor, *California Western Law Review*  
Legal Skills Honor Instructor for Professor Leslie Culver  
Vice President, Jewish Student Union

**SAN DIEGO STATE UNIVERSITY**, San Diego, CA

Bachelor of Science, Business Administration, Management, *cum laude*, May 2008

*Honors:* Dean's List: Spring 2007 and Fall 2007

- **COMMUNITY SERVICE**

**CALIFORNIA WESTERN SCHOOL OF LAW**, San Diego, CA  
Spring 2016, 2018  
Moot Court Judge

**COMMUNITY LAW PROJECT**, San Diego, CA  
October 2018 – Present  
Volunteer Attorney on Employment Matters

### **3. Attorney Jackland K. Hom Biography:**

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)  
United States District Courts of California (all courts)

- **PROFESSIONAL EXPERIENCE**

**ZAKAY LAW GROUP, APLC**, San Diego, CA  
Associate, January 2021 - present

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**, San Diego, CA  
Associate, November 2019 – September 2020

- **EDUCATION**

**CALIFORNIA WESTERN SCHOOL OF LAW**, San Diego, CA  
Juris Doctor, April 2019

*Honors:* Dean's List: Fall 2017, Spring 2018.

Academic Achievement Awards: Advanced Prosecution Function.

*Activities:* Senior Editor, *California Western Law Review*  
President, Asian Pacific American Law Students Association

**UNIVERSITY OF CALIFORNIA, RIVERSIDE**, Riverside, CA  
Bachelor of Arts: Political Science, English Literature, June 2015  
*Honors:* Dean's List

#### 4. **Attorney Julieann Alvarado Biography:**

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

- **PROFESSIONAL EXPERIENCE**

**ZAKAY LAW GROUP, APLC**, San Diego, CA

Associate, January 2022 – present

**GOMEZ TRIAL ATTORNEYS**, San Diego, CA

Trial Attorney, January 2021 – December 2021

- **EDUCATION**

**UNIVERSITY OF SAN DIEGO SCHOOL OF LAW**, San Diego, CA

Juris Doctor, *cum laude*, May 2020

*Honors:* Dean's Honor Scholarship Recipient (Renewed as 2L and 3L)

CALI Excellence for the Future Award: Legal Writing and Research I

*Activities:* President of External Affairs, Consumer Attorneys of USD

Competing Member, USD National Mock Trial Team

**UNIVERSITY OF SOUTHERN CALIFORNIA**, Los Angeles, CA

Bachelor of Arts: Psychology, *magna cum laude*, May 2017

*Honors:* Presidential Scholarship Recipient

Dean's List: Spring 2015-Spring 2017

#### 5. **Attorney Jaclyn Joyce Biography:**

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

- **PROFESSIONAL EXPERIENCE**

**ZAKAY LAW GROUP, APLC**, San Diego, CA

Associate, March 2023 – present

**LIGHTGABLER**, Camarillo, CA

Attorney, April 2019 – February 2023

**WESTON & McELVAIN** (now called Weston & Agness LLP), Los Angeles, CA  
Attorney, June 2016 – April 2019

- **EDUCATION**

**UCLA SCHOOL OF LAW**, Los Angeles, CA

Juris Doctor, *May 2012*

**NORTHWESTERN UNIVERSITY**, Chicago, IL

Bachelor of Arts: Political Science; Bachelor of Arts: Psychology, 2005

**6. Lead Counsel – Class Action & Representative Cases:**

**1. Hubscher v. Bodyspirit, LLC**

|                 |                                          |
|-----------------|------------------------------------------|
| <b>Court</b>    | San Diego                                |
| <b>Case No.</b> | 37-2016-00021261-CU-OE-CTL               |
| <b>Nature</b>   | Independent Contractor Misclassification |
| <b>Status</b>   | Settled                                  |

**2. Henry v. InMotion Entertainment Group, LLC**

|                 |                                                             |
|-----------------|-------------------------------------------------------------|
| <b>Court</b>    | San Francisco                                               |
| <b>Case No.</b> | CGC-18-565643                                               |
| <b>Nature</b>   | Meal/Rest Break claims and overtime and regular rate claims |
| <b>Status</b>   | Settled                                                     |

**3. Moore v. Zirx Transportation**

|                 |                                          |
|-----------------|------------------------------------------|
| <b>Court</b>    | San Francisco                            |
| <b>Case No.</b> | CGC-18-566655                            |
| <b>Nature</b>   | Independent Contractor Misclassification |
| <b>Status</b>   | Settled                                  |

**4. Pasallo v. GSG Protective Services**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2018-00037611-CU-OE-CTL |
| <b>Nature</b>   | Meal/Rest Break claims     |
| <b>Status</b>   | Settled                    |

**5. Villaroman v. C.C.H.C.**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | Orange County              |
| <b>Case No.</b> | 30-2018-01013128-CU-OE-CXC |
| <b>Nature</b>   | Meal/Rest Break claims     |
| <b>Status</b>   | Settled                    |

**6. Flores v. Plastic Express**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Los Angeles                             |
| <b>Case No.</b> | BC719071                                |
| <b>Nature</b>   | Meal/Rest Break and minimum wage claims |
| <b>Status</b>   | Settled                                 |

**7. Tressler v. Spoonful Management**

|                 |                        |
|-----------------|------------------------|
| <b>Court</b>    | Los Angeles            |
| <b>Case No.</b> | BC719405               |
| <b>Nature</b>   | Meal/Rest Break claims |
| <b>Status</b>   | Settled                |

**8. Leymaster v. Toms Sierra Company, Inc.**

|                 |                                                             |
|-----------------|-------------------------------------------------------------|
| <b>Court</b>    | Placer                                                      |
| <b>Case No.</b> | SCV0041735                                                  |
| <b>Nature</b>   | Meal/Rest Break claims and overtime and regular rate claims |
| <b>Status</b>   | Settled                                                     |

**9. Murphy v. Rockler Retailer Group, Inc.**

|                 |                                                           |
|-----------------|-----------------------------------------------------------|
| <b>Court</b>    | Sacramento                                                |
| <b>Case No.</b> | 34-2018-00241374                                          |
| <b>Nature</b>   | Overtime and regular rate claims and wrongful termination |
| <b>Status</b>   | Settled                                                   |

**10. Bruemmer v. Tempur Retail Stores, LLC.**

|                 |                                                           |
|-----------------|-----------------------------------------------------------|
| <b>Court</b>    | Marin                                                     |
| <b>Case No.</b> | CIV1803646                                                |
| <b>Nature</b>   | Overtime and regular rate claims and wrongful termination |
| <b>Status</b>   | Settled                                                   |

**11. Christina Cummings v. G6 Hospitality, LLC**

|                 |                                                           |
|-----------------|-----------------------------------------------------------|
| <b>Court</b>    | San Diego                                                 |
| <b>Case No.</b> | 37-2018-00056207-CU-OE-CTL<br>19CV122 GPC LL              |
| <b>Nature</b>   | Overtime and Minimum Wage claims and Meal and Rest Breaks |
| <b>Status</b>   | Settled                                                   |

**12. Nicolai Laguatan v. Prevent LSS**

|                 |                                                           |
|-----------------|-----------------------------------------------------------|
| <b>Court</b>    | San Diego                                                 |
| <b>Case No.</b> | 37-2018-00057434-CU-OE-CTL                                |
| <b>Nature</b>   | Overtime and Minimum Wage claims and Meal and Rest Breaks |
| <b>Status</b>   | Settled                                                   |

**13. Lisa Ramirez v. Carefusion Resources, LLC**

|                 |                                                     |
|-----------------|-----------------------------------------------------|
| <b>Court</b>    | San Diego                                           |
| <b>Case No.</b> | 37-2018-00058078-CU-OE-CTL<br>3:18-CV-02852-BEN-MSB |
| <b>Nature</b>   | Overtime and Meal and Rest Breaks                   |
| <b>Status</b>   | Settled                                             |

**14. Charles Ornelas v. C&A Transportation Services**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | San Diego                               |
| <b>Case No.</b> | 37-2018-00061289-CU-OE-CTL              |
| <b>Nature</b>   | Minimum Wage and Meal/Rest Break claims |
| <b>Status</b>   | Settled                                 |

**15. Luz Marin v. California Marine Cleaning**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2018-00063483-CU-OE-CTL |
| <b>Nature</b>   | Meal Break claims          |
| <b>Status</b>   | Settled                    |

**16. Christian Van Cleave v. Sunrise Senior Living Management**

|                 |                                               |
|-----------------|-----------------------------------------------|
| <b>Court</b>    | San Diego                                     |
| <b>Case No.</b> | 37-2018-00061960-CU-OE-CTL<br>19CV0044BEN NLS |
| <b>Nature</b>   | Regular rate and meal premium miscalculation  |
| <b>Status</b>   | Settled                                       |

**17. Heather McIntyre v. JRR Enterprises**

|                 |                                    |
|-----------------|------------------------------------|
| <b>Court</b>    | Sacramento                         |
| <b>Case No.</b> | 34-2019-00251220                   |
| <b>Nature</b>   | Overtime and Meal and Rest Periods |
| <b>Status</b>   | Settled                            |

**18. Lori Phipps v. Soapy Joe's**

|                 |                                       |
|-----------------|---------------------------------------|
| <b>Court</b>    | San Diego                             |
| <b>Case No.</b> | 37-2019-00017673-CU-OE-CTL            |
| <b>Nature</b>   | Tip Polling and Meal and Rest Periods |
| <b>Status</b>   | Settled                               |

**19. Heather Broughton v. NFG San Francisco, LLC**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | San Francisco |
| <b>Case No.</b> | CGC-19-574657 |

|               |                      |
|---------------|----------------------|
| <b>Nature</b> | Meal and Rest Breaks |
| <b>Status</b> | Settled              |

**20. Marcos Antonios v. Interface Rehab, LLC**

|                 |                                                    |
|-----------------|----------------------------------------------------|
| <b>Court</b>    | Orange County                                      |
| <b>Case No.</b> | 30-2019-01067547-CU-OE-CXC                         |
| <b>Nature</b>   | Meal and Rest Breaks and Reporting Time Violations |
| <b>Status</b>   | Settled                                            |

**21. Tiffany Rodriguez v. Circle K**

|                 |                                          |
|-----------------|------------------------------------------|
| <b>Court</b>    | Riverside                                |
| <b>Case No.</b> | RIC 1901407<br>5:19-cv-00469             |
| <b>Nature</b>   | Overtime Wage and Meal/Rest Break claims |
| <b>Status</b>   | Settled                                  |

**22. Derik Scott et al. v. Ultimate Performance**

|                 |                           |
|-----------------|---------------------------|
| <b>Court</b>    | Los Angeles               |
| <b>Case No.</b> | 19STCV22823               |
| <b>Nature</b>   | Piece Rate Pay violations |
| <b>Status</b>   | Settled                   |

**23. Raymond Frazier v. Asa Carlton**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2019-00036147-CU-OE-CTL |
| <b>Nature</b>   | Overtime Wages             |
| <b>Status</b>   | Settled                    |

**24. John Moreno v. Da Kitchen**

|                 |                                          |
|-----------------|------------------------------------------|
| <b>Court</b>    | San Diego                                |
| <b>Case No.</b> | 37-2019-00024885-CU-OE-CTL               |
| <b>Nature</b>   | Overtime Wage and Meal/Rest Break claims |
| <b>Status</b>   | Settled                                  |

**25. Penny Lane v. International Aero Clubs, LLC**

|                 |                                                      |
|-----------------|------------------------------------------------------|
| <b>Court</b>    | San Diego                                            |
| <b>Case No.</b> | 37-2019-00021793-CU-OE-CTL                           |
| <b>Nature</b>   | Meal and Rest Breaks and Regular Rate Miscalculation |
| <b>Status</b>   | Settled                                              |

**26. Amber Price v. DMSD Restaurants**

|                 |                                |
|-----------------|--------------------------------|
| <b>Court</b>    | San Diego                      |
| <b>Case No.</b> | 37-2019-00024062-CU-OE-CTL     |
| <b>Nature</b>   | Meal and Rest Break violations |
| <b>Status</b>   | Settled                        |

**27. Jamaal Johnson v. Volt Management Corp**

|                 |                               |
|-----------------|-------------------------------|
| <b>Court</b>    | Los Angeles                   |
| <b>Case No.</b> | 19STCV16466                   |
| <b>Nature</b>   | On Duty Meal Break violations |
| <b>Status</b>   | Settled                       |

**28. Ezzat Menias v. All American Private Security**

|                 |                               |
|-----------------|-------------------------------|
| <b>Court</b>    | Orange County                 |
| <b>Case No.</b> | 30-2019-01085120-CU-OE-CXC    |
| <b>Nature</b>   | On Duty Meal Break violations |
| <b>Status</b>   | Settled                       |

**29. Mark Connor v. Ascendant Marketing**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2019-00026864-CU-OE-CTL |
| <b>Nature</b>   | Minimum Wage violations    |
| <b>Status</b>   | Settled                    |

**30. Niki Nunez v. Home Depot**

|                 |                           |
|-----------------|---------------------------|
| <b>Court</b>    | San Joaquin               |
| <b>Case No.</b> | STK-CV-406-2019-6656      |
| <b>Nature</b>   | Overtime Wages violations |
| <b>Status</b>   | In Litigation             |

**31. Alma Salazar v. Frontier Toyota**

|                 |                       |
|-----------------|-----------------------|
| <b>Court</b>    | Los Angeles           |
| <b>Case No.</b> | 19STCV20382           |
| <b>Nature</b>   | Rest Break violations |
| <b>Status</b>   | Settled               |

**32. Josefina Garces v. Kar Auction Services**

|                 |                       |
|-----------------|-----------------------|
| <b>Court</b>    | Los Angeles           |
| <b>Case No.</b> | 19STCV28489           |
| <b>Nature</b>   | Rest Break violations |
| <b>Status</b>   | Settled               |

### 33. Madison Weiss v. Niznik Behavior

|                 |                                |
|-----------------|--------------------------------|
| <b>Court</b>    | San Diego                      |
| <b>Case No.</b> | 37-2019-00039441-CU-OE-CTL     |
| <b>Nature</b>   | Meal and Rest Break violations |
| <b>Status</b>   | Settled                        |

### 34. Jimmy Mack v. ERM Enterprises

|                 |                                |
|-----------------|--------------------------------|
| <b>Court</b>    | Sacramento                     |
| <b>Case No.</b> | 2019-00262259                  |
| <b>Nature</b>   | Meal and Rest Break violations |
| <b>Status</b>   | Settled                        |

### 35. Josefina Garces v. DriverDo

|                 |                                          |
|-----------------|------------------------------------------|
| <b>Court</b>    | Los Angeles                              |
| <b>Case No.</b> | 19STCV32773                              |
| <b>Nature</b>   | Independent Contractor Misclassification |
| <b>Status</b>   | In Litigation                            |

### 36. Perseus Porras v. Tantalum Restaurant

|                 |                                        |
|-----------------|----------------------------------------|
| <b>Court</b>    | Los Angeles                            |
| <b>Case No.</b> | 19STCV31015                            |
| <b>Nature</b>   | Unpaid Wages + Missed Meal/Rest Breaks |
| <b>Status</b>   | Settled                                |

### 37. Dorcena Deutsch v. Scripps

|                 |                                        |
|-----------------|----------------------------------------|
| <b>Court</b>    | San Diego                              |
| <b>Case No.</b> | 37-2019-00036333-CU-OE-CTL             |
| <b>Nature</b>   | Regular Rate Miscalculation for Nurses |
| <b>Status</b>   | Settled                                |

**38. Josalyn O'Quinn v. Laugh Factory**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Los Angeles                             |
| <b>Case No.</b> | 19STCV28155                             |
| <b>Nature</b>   | Regular Rate Miscalculation, Wage Theft |
| <b>Status</b>   | In Litigation                           |

**39. Nicholas Leon v. Miller Event Management**

|                 |                                        |
|-----------------|----------------------------------------|
| <b>Court</b>    | San Luis Obispo                        |
| <b>Case No.</b> | 19CV-0435                              |
| <b>Nature</b>   | Meal/Rest Breaks, Reporting Time, 2802 |
| <b>Status</b>   | Settled                                |

**40. Aaris Watts v. TRL Systems**

|                 |                                  |
|-----------------|----------------------------------|
| <b>Court</b>    | Orange County                    |
| <b>Case No.</b> | 30-2019-01102457-CU-OE-CXC       |
| <b>Nature</b>   | Meal/Rest Breaks, Reporting Time |
| <b>Status</b>   | Settled                          |

**41. Faith Smith v. Island Pizza**

|                 |                             |
|-----------------|-----------------------------|
| <b>Court</b>    | Contra Costa                |
| <b>Case No.</b> | MSC19-01654                 |
| <b>Nature</b>   | Meal/Rest Breaks, 226, 2802 |
| <b>Status</b>   | Settled                     |

**42. Johnathan Roa v. Otay Mesa Sales**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2019-00057735-CU-OE-CTL |
| <b>Nature</b>   | Meal/Rest Breaks, 226      |
| <b>Status</b>   | Settled                    |

**43. Sabrina Ivon v. Sinclair Television of California**

|                 |          |
|-----------------|----------|
| <b>Court</b>    | Humboldt |
| <b>Case No.</b> | DR190699 |
| <b>Nature</b>   | Vaquero  |
| <b>Status</b>   | Settled  |

**44. Jonathan Mitchell v. Mack Trucking**

|                 |                                          |
|-----------------|------------------------------------------|
| <b>Court</b>    | San Bernardino                           |
| <b>Case No.</b> | CIVDS1928334                             |
| <b>Nature</b>   | Independent Contractor Misclassification |

|               |               |
|---------------|---------------|
| <b>Status</b> | In Litigation |
|---------------|---------------|

**45. Curtis Edwards v. Resolve Group**

|                 |                           |
|-----------------|---------------------------|
| <b>Court</b>    | San Francisco             |
| <b>Case No.</b> | CGC-19-579095             |
| <b>Nature</b>   | Meal & Rest Breaks + 2802 |
| <b>Status</b>   | In Litigation             |

**46. Elena Kiseleva v. TotalMed Staffing, Inc**

|                 |                                 |
|-----------------|---------------------------------|
| <b>Court</b>    | Santa Clara                     |
| <b>Case No.</b> | 19CV354635                      |
| <b>Nature</b>   | Overtime + Meal and Rest Breaks |
| <b>Status</b>   | Settled                         |

**47. Richard Jer Vang v. Bridge Property Management**

|               |                                           |
|---------------|-------------------------------------------|
| <b>Court</b>  | Alameda                                   |
| <b>Judge</b>  | Winfred Smith                             |
| <b>Nature</b> | Off the clock work, regular rate miscalc. |
| <b>Status</b> | Settled                                   |

**48. Madison Marrero v. Stat Med**

|                 |                                    |
|-----------------|------------------------------------|
| <b>Court</b>    | Alameda                            |
| <b>Case No.</b> | HG19043214                         |
| <b>Nature</b>   | Unpaid Overtime + Meal/Rest Breaks |
| <b>Status</b>   | In Litigation                      |

**49. Brian Reyes v. Stowasser Buick-GMC**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | Santa Barbara |
| <b>Case No.</b> | 19CV06183     |
| <b>Nature</b>   | Vaquero       |
| <b>Status</b>   | Settled       |

**50. Erik Foss v. Anderson Hospitality, Inc.**

|                 |                                    |
|-----------------|------------------------------------|
| <b>Court</b>    | Shasta                             |
| <b>Case No.</b> | 195317                             |
| <b>OPC</b>      | Wood Smith – Andrew Kleiner        |
| <b>Nature</b>   | Meal and Rest Breaks, Regular Rate |
| <b>Status</b>   | In Litigation                      |

**51. Griselda Duran v. EmployBridge**

|                 |                   |
|-----------------|-------------------|
| <b>Court</b>    | Kern              |
| <b>Case No.</b> | BCV-20-101583     |
| <b>Nature</b>   | Regular Rate, 226 |

|               |               |
|---------------|---------------|
| <b>Status</b> | In Litigation |
|---------------|---------------|

**52. Luis Rendon v. Healthcare Investments, Inc.**

|                 |                      |
|-----------------|----------------------|
| <b>Court</b>    | Los Angeles          |
| <b>Case No.</b> | 20STCV39775          |
| <b>Nature</b>   | Meal and Rest Breaks |
| <b>Status</b>   | In Litigation        |

**53. Richard Melead v. TVI, Inc.**

|                 |                             |
|-----------------|-----------------------------|
| <b>Court</b>    | Orange                      |
| <b>Case No.</b> | 30-2020-01140887-CU-OE-CXC  |
| <b>Nature</b>   | Regular Rate, 226 (Magadia) |
| <b>Status</b>   | Settled                     |

**54. David Spencer v. Asset Gas, Inc.**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2020-00024642-CU-OE-CTL |
| <b>Nature</b>   | Meal and Rest Breaks       |
| <b>Status</b>   | Settled                    |

**55. Thomas Haven v. California Vocations, Inc.**

|                 |                                     |
|-----------------|-------------------------------------|
| <b>Court</b>    | Butte                               |
| <b>Case No.</b> | 20CV01514                           |
| <b>Nature</b>   | Regular Rate + Meal and Rest Breaks |
| <b>Status</b>   | In Litigation                       |

**56. Estefania Renteria v. Love's Country**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | Kern          |
| <b>Case No.</b> | BCV-20-101260 |
| <b>Nature</b>   | 226           |
| <b>Status</b>   | In Litigation |

**57. Rachel Latin v. OneMain General Services Corp.**

|                 |                |
|-----------------|----------------|
| <b>Court</b>    | Stanislaus     |
| <b>Case No.</b> | CV-20-002498   |
| <b>Nature</b>   | Dart + Magadia |
| <b>Status</b>   | In Litigation  |

**58. Kalaina Dula v. 2 Kings Gaming, Inc.**

|                 |                      |
|-----------------|----------------------|
| <b>Court</b>    | Merced               |
| <b>Case No.</b> | #20CV-02289          |
| <b>Nature</b>   | Meal and Rest Breaks |
| <b>Status</b>   | In Litigation        |

**59. Jie Xu v. HT Multinational**

|                 |                          |
|-----------------|--------------------------|
| <b>Court</b>    | San Bernardino           |
| <b>Case No.</b> | CIV-DS2015679            |
| <b>Nature</b>   | Exempt Misclassification |
| <b>Status</b>   | In Litigation            |

**60. Yvette Molina v. Hawaiian Airlines**

|                 |                         |
|-----------------|-------------------------|
| <b>Court</b>    | Los Angeles             |
| <b>Case No.</b> | 20STCV28079             |
| <b>Nature</b>   | Meal and Rest + Magadia |
| <b>Status</b>   | In Litigation           |

**61. Reinald Pillsbury v. T & T Restaurants CA**

|                 |                                 |
|-----------------|---------------------------------|
| <b>Court</b>    | Del Norte                       |
| <b>Case No.</b> | CVUJ-2020-1214                  |
| <b>Nature</b>   | Meal/Rest Breaks + Regular Rate |
| <b>Status</b>   | Settled                         |

**62. Luis de Jesus v. Guardian Angel Home Care**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2020-00021049-CU-OE-CTL |
| <b>Nature</b>   | Piece-Rate                 |
| <b>Status</b>   | In Litigation              |

**63. Charles Sandlin v. Secure Nursing Services, Inc.**

|                 |              |
|-----------------|--------------|
| <b>Court</b>    | Los Angeles  |
| <b>Case No.</b> | 20STCV25675  |
| <b>Nature</b>   | Regular Rate |
| <b>Status</b>   | Settled      |

**64. Gabriel Mendez v. Bondz, Inc.**

|                 |                         |
|-----------------|-------------------------|
| <b>Court</b>    | San Joaquin             |
| <b>Case No.</b> | STK-CV-UOE-2020-0007486 |
| <b>Nature</b>   | Piece-Rate              |
| <b>Status</b>   | In Litigation           |

**65. James Conley v. Siskiyou Forest Products**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Shasta                                  |
| <b>Case No.</b> | 195819                                  |
| <b>Nature</b>   | Regular Rate and Meal/Rest Breaks + 226 |
| <b>Status</b>   | In Litigation                           |

**66. Alex Castellanos v. Southwest Patrol**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2020-00024905-CU-OE-CTL |
| <b>Nature</b>   | Augutus                    |
| <b>Status</b>   | Settled                    |

**67. Damien Hampton v. Pegasus Investors**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | Sacramento                 |
| <b>Case No.</b> | 34-2020-00281394-CU-BT-GDS |
| <b>Nature</b>   | Unlawful Housing           |
| <b>Status</b>   | In Litigation              |

**68. Tamara Perkins v. FSEI**

|                 |                  |
|-----------------|------------------|
| <b>Court</b>    | Sacramento       |
| <b>Case No.</b> | 34-2020-00287054 |
| <b>Nature</b>   | Regular Rate     |
| <b>Status</b>   | Settled          |

**69. Rodney Stovall v. Javelin Logistics Company**

|                 |                    |
|-----------------|--------------------|
| <b>Court</b>    | Alameda            |
| <b>Case No.</b> | RG20075705         |
| <b>Nature</b>   | Meal / Rest Breaks |
| <b>Status</b>   | In Litigation      |

**70. Gabrielle Boyd v. Bluestone Lane Holdings, LLC**

|                 |                       |
|-----------------|-----------------------|
| <b>Court</b>    | San Francisco         |
| <b>Case No.</b> | CGC-20-585787         |
| <b>Nature</b>   | Tip Pooling ; Magadia |
| <b>Status</b>   | Settled               |

**71. Elias Kaser v. Aviation Consultants, Inc.**

|                 |                                  |
|-----------------|----------------------------------|
| <b>Court</b>    | Orange County                    |
| <b>Case No.</b> |                                  |
| <b>Nature</b>   | Meal / Rest Breaks, Regular Rate |
| <b>Status</b>   | Settled                          |

**72. Christopher Chacon v. Panda Motors, Inc.**

|                 |                |
|-----------------|----------------|
| <b>Court</b>    | San Bernardino |
| <b>Case No.</b> | CIV DS2022220  |
| <b>Nature</b>   | Regular Rate   |
| <b>Status</b>   | In Litigation  |

**73. Willie Lang v. Pathways**

|                 |                  |
|-----------------|------------------|
| <b>Court</b>    | San Diego        |
| <b>Case No.</b> | 37-2019-00049969 |
| <b>Nature</b>   | Off the Clock    |
| <b>Status</b>   | In Litigation    |

**74. Norma Reyes v. Simpson Garden Grove, Inc.**

|                 |                           |
|-----------------|---------------------------|
| <b>Court</b>    | Orange                    |
| <b>Case No.</b> | 30-2020-0117564-CU-OE-CJC |
| <b>Nature</b>   | Meal / Rest Breaks        |
| <b>Status</b>   | Settled                   |

**75. Daniel Jacobs v. Rush Media Company**

|                 |                                          |
|-----------------|------------------------------------------|
| <b>Court</b>    | Los Angeles                              |
| <b>Case No.</b> | 20STCV32350                              |
| <b>Nature</b>   | Independent Contractor Misclassification |
| <b>Status</b>   | Litigation                               |

**76. Luis Ledesma v. TVJ Sons I, Inc.**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | Santa Barbara |
| <b>Case No.</b> | 20CV03573     |
| <b>Nature</b>   | Vaquero       |
| <b>Status</b>   | Settled       |

**77. Kevin Cianfarani v. Career Strategies Temporary, Inc. (MPI)**

|                 |                    |
|-----------------|--------------------|
| <b>Court</b>    | Los Angeles        |
| <b>Case No.</b> |                    |
| <b>Nature</b>   | Off the clock work |
| <b>Status</b>   | Settled            |

**78. Hector Avitia v. LAZ Parking**

|                |                            |
|----------------|----------------------------|
| <b>Court</b>   | San Diego                  |
| <b>Case No</b> | 37-2020-00030133-CU-OE-CTL |
| <b>Nature</b>  | Magadia + Augustus         |
| <b>Status</b>  | Litigation                 |

**79. Sukhraj Kaur v. ACES 2020, LLC**

|                 |                        |
|-----------------|------------------------|
| <b>Court</b>    | Contra Costa           |
| <b>Case No.</b> | C20-02482              |
| <b>Nature</b>   | Meal/Rest Breaks, 2802 |
| <b>Status</b>   | Litigation             |

**80. Boaventura v. Rei Do Gado**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | Contra Costa               |
| <b>Case No.</b> | 37-2020-00032342-CU-OE-CTL |
| <b>Nature</b>   | Meal/Rest Breaks, 2802     |
| <b>Status</b>   | Litigation                 |

**81. James Rachal v. ELG Metals, Inc.**

|                 |                                |
|-----------------|--------------------------------|
| <b>Court</b>    | Los Angeles                    |
| <b>Case No.</b> | 20STCV45861                    |
| <b>Nature</b>   | Meal/Rest Breaks, Regular Rate |
| <b>Status</b>   | Litigation                     |

**82. Evelyn Nwansi v. Princeton Healthcare Center, LLC**

|                 |                                   |
|-----------------|-----------------------------------|
| <b>Court</b>    | Alameda                           |
| <b>Case No.</b> | RG20083664                        |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime |
| <b>Status</b>   | Litigation                        |

**83. Michael Ashlock v. Advantis Medical Staffing**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2020-00022305-CU-OE-CTL |
| <b>Nature</b>   | Regular Rate               |
| <b>Status</b>   | Settled                    |

**84. Moe Popal v. Ameriprise Auto & Home Insurance**

|                 |                                     |
|-----------------|-------------------------------------|
| <b>Court</b>    | Riverside                           |
| <b>Case No.</b> | RIC2000006                          |
| <b>Nature</b>   | Exempt/Non-Exempt Misclassification |
| <b>Status</b>   | Settled                             |

**85. Mark Williams v. Web to Door**

|                 |                                    |
|-----------------|------------------------------------|
| <b>Court</b>    | San Francisco                      |
| <b>Case No.</b> | CGC-20-588382                      |
| <b>Nature</b>   | Meal and Rest Break + Regular Rate |
| <b>Status</b>   | Litigation                         |

**86. Jessica Barackman v. Teaz N Pleaz, Inc.**

|                 |                           |
|-----------------|---------------------------|
| <b>Court</b>    | El Dorado                 |
| <b>Case No.</b> | SC20200179                |
| <b>Nature</b>   | Meal/Rest Breaks, Seating |
| <b>Status</b>   | Settled                   |

**87. Nicolas Neutall v. Urban Alchemy**

|                 |                                   |
|-----------------|-----------------------------------|
| <b>Court</b>    | San Francisco                     |
| <b>Case No.</b> | CGC-20-588622                     |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime |
| <b>Status</b>   | In Litigation                     |

**88. Courteney Arneson v. Bahn Thai, Inc.**

|                 |                                   |
|-----------------|-----------------------------------|
| <b>Court</b>    | Sacramento                        |
| <b>Case No.</b> | 34-2021-00295429                  |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime |
| <b>Status</b>   | Settled                           |

**89. Carlos Cortez v. M & M Automotive Group, LLC.**

|                 |                   |
|-----------------|-------------------|
| <b>Court</b>    | Alameda           |
| <b>Case No.</b> | HG21086853        |
| <b>Nature</b>   | Violation of PAGA |
| <b>Status</b>   | In Litigation     |

**90. Christian Soltero v. Summit Pizza West, LLC**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2021-00001288-CU-OE-CTL |
| <b>Nature</b>   | Meal/Rest Breaks, 2698     |
| <b>Status</b>   | Settled                    |

**91. Traci Pollinger v. Hoehn Motors, Inc.**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2021-00003888-CU-OE-CTL |
| <b>Nature</b>   | Violation of PAGA          |
| <b>Status</b>   | In Litigation              |

**92. Mohammad Alavicheh v. Suburban Buick GMC Cadillac, LLC**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | Orange                     |
| <b>Case No.</b> | 30-2021-01181315-CU-OE-CXC |
| <b>Nature</b>   | Violation of PAGA          |
| <b>Status</b>   | In Litigation              |

**93. Shasta Collins v. Hilton Management, LLC**

|                 |                   |
|-----------------|-------------------|
| <b>Court</b>    | San Francisco     |
| <b>Case No.</b> | CGC-21-590959     |
| <b>Nature</b>   | Violation of PAGA |
| <b>Status</b>   | In Litigation     |

**94. Amanda Hernandez v. Parenting Network, Inc.**

|                 |                        |
|-----------------|------------------------|
| <b>Court</b>    | Tulare                 |
| <b>Case No.</b> | VCU287027              |
| <b>Nature</b>   | Meal/Rest Breaks, PAGA |
| <b>Status</b>   | In Litigation          |

**95. Richard Sanchez v. Salinas Lincoln Mercury, Inc.**

|                 |                   |
|-----------------|-------------------|
| <b>Court</b>    | Monterey          |
| <b>Case No.</b> | 21CV001535        |
| <b>Nature</b>   | Violation of PAGA |
| <b>Status</b>   | In Litigation     |

**96. Doretha Jackson v. White Fir Holdings, LLC dba Midtown Oaks Post-Acute**

|                 |                        |
|-----------------|------------------------|
| <b>Court</b>    | Sacramento             |
| <b>Case No.</b> | 34-2021-00301656       |
| <b>Nature</b>   | Meal/Rest Breaks, PAGA |
| <b>Status</b>   | In Litigation          |

**97. Gabriel Guzman Jr. v. Vulcan Materials Company**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 30-2021-00052064-CU-OE-CTL |
| <b>Nature</b>   | Violation of PAGA          |
| <b>Status</b>   | In Litigation              |

**98. Pedro Rodriguez v. R.M. Parks Place, Inc.**

|                 |                         |
|-----------------|-------------------------|
| <b>Court</b>    | San Joaquin             |
| <b>Case No.</b> | STK-CV-UOE-2021-0006050 |
| <b>Nature</b>   | Meal/Rest Breaks, PAGA  |
| <b>Status</b>   | In Litigation           |

**99. Michael Harrington v. Genesis Private Security, Inc.**

|                 |                                   |
|-----------------|-----------------------------------|
| <b>Court</b>    | Alameda                           |
| <b>Case No.</b> | RG21105476                        |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime |
| <b>Status</b>   | In Litigation                     |

**100. David Ezell v. Diab Leasing, Inc.**

|                 |                                   |
|-----------------|-----------------------------------|
| <b>Court</b>    | Sacramento                        |
| <b>Case No.</b> | 34-2021-00305329                  |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime |
| <b>Status</b>   | In Litigation                     |

**101. Joe Moreno v. Rambo, LLC**

|                 |                   |
|-----------------|-------------------|
| <b>Court</b>    | San Francisco     |
| <b>Case No.</b> | CGC-21-590959     |
| <b>Nature</b>   | Violation of PAGA |
| <b>Status</b>   | In Litigation     |

**102. Noemy Flores v. Aven Group, Inc.**

|                 |                                   |
|-----------------|-----------------------------------|
| <b>Court</b>    | Los Angeles                       |
| <b>Case No.</b> | 21STCV36642                       |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime |
| <b>Status</b>   | In Litigation                     |

**103. Bria Ware v. Shake Shack Enterprise, LLC.**

|                 |                                   |
|-----------------|-----------------------------------|
| <b>Court</b>    | Alameda                           |
| <b>Case No.</b> | 21CV002063                        |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime |
| <b>Status</b>   | In Litigation                     |

**104. Latisha Anderson v. Barton Meyers Associates, Inc.**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Los Angeles                             |
| <b>Case No.</b> | 21STCV43314                             |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | In Litigation                           |

**105. Eduardo Ybarra v. Helzberg's Diamond Shops, LLC**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Alameda                                 |
| <b>Case No.</b> | 21CV003531                              |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | In Litigation                           |

**106. Jermell Jones v. Greenlawn Funeral Homes**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Kern                                    |
| <b>Case No.</b> | BCV-21-102356                           |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | In Litigation                           |

**107. Chanda Young v. Breakfast Republic**

|                 |                     |
|-----------------|---------------------|
| <b>Court</b>    | Los Angeles         |
| <b>Case No.</b> | 21SMCV01447         |
| <b>Nature</b>   | 2699, 201, 202, 203 |
| <b>Status</b>   | In Litigation       |

**108. Jesus Marin v. Chipotle Services, LLC.**

|                 |                                   |
|-----------------|-----------------------------------|
| <b>Court</b>    | San Diego                         |
| <b>Case No.</b> | 37-2021-00051618                  |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime |
| <b>Status</b>   | In Litigation                     |

**109. Daniel Rosas v. WSD Engineering, Inc.**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Alameda                                 |
| <b>Case No.</b> | RG21086699                              |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | In Litigation                           |

**110. Isaiah Davis v. RPM Juice, Inc.**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | San Francisco                           |
| <b>Case No.</b> | 21STCV14755                             |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | In Litigation                           |

**111. Amanda Hernandez v. Parenting Network**

|                 |                                                   |
|-----------------|---------------------------------------------------|
| <b>Court</b>    | San Joaquin                                       |
| <b>Case No.</b> | VCU287027                                         |
| <b>Nature</b>   | Meal/Rest Breaks, Wage Statement Violations, PAGA |
| <b>Status</b>   | Settled                                           |

**112. Christiane Hilden v. Oakwood Village, Inc.**

|                 |              |
|-----------------|--------------|
| <b>Court</b>    | Placer       |
| <b>Case No.</b> | S-CV-0046676 |
| <b>Nature</b>   | PAGA         |
| <b>Status</b>   | Settled      |

**113. Jose Garcia v. Ferma Greenbox**

|                 |                    |
|-----------------|--------------------|
| <b>Court</b>    | Alameda            |
| <b>Case No.</b> | RG21101104         |
| <b>Nature</b>   | Unpaid Wages, PAGA |
| <b>Status</b>   | Settled            |

**114. Brittney Jones v. ASD6**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2021-00016864-CU-OE-CTL |
| <b>Nature</b>   | PAGA                       |
| <b>Status</b>   | Settled                    |

**115. Richard Sanchez v. Salinas Lincoln Mercury**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | Monterey      |
| <b>Case No.</b> | 21CV001535    |
| <b>Nature</b>   | PAGA          |
| <b>Status</b>   | In Litigation |

**116. Melina Wilson v. Spreen Honda**

|                 |                |
|-----------------|----------------|
| <b>Court</b>    | San Bernardino |
| <b>Case No.</b> | CIVSB2119857   |
| <b>Nature</b>   | PAGA           |
| <b>Status</b>   | Settled        |

**117. Anthony Lopez v. Ferro Automotive**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | Solano        |
| <b>Case No.</b> | FCS056580     |
| <b>Nature</b>   | PAGA          |
| <b>Status</b>   | In Litigation |

**118. Michael Nash v. K. Hovnanian**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Riverside                               |
| <b>Case No.</b> | RIC2003319                              |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | In Litigation                           |

**119. Katsiaryna Karnachova v. INTO North America, Inc.**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | San Diego                               |
| <b>Case No.</b> | 37-2021-00023758-CU-OE-CTL              |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**120. Doretha Jackson v. White Fir Holdings, LLC**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Sacramento                              |
| <b>Case No.</b> | 34-2021-00301656                        |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**121. Emily Tolosa v. Kensington Redwood City, LLC**

|                 |                                                            |
|-----------------|------------------------------------------------------------|
| <b>Court</b>    | San Mateo                                                  |
| <b>Case No.</b> | 21-CIV-03030                                               |
| <b>Nature</b>   | Meal/Rest Breaks, Unlawful Rounding, Unpaid Overtime, PAGA |
| <b>Status</b>   | In Litigation                                              |

**122. Gabriel Guzman v. Vulcan Materials Company**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2021-00024583-CU-OE-CTL |
| <b>Nature</b>   | Unpaid Wages, PAGA         |
| <b>Status</b>   | Settled                    |

**123. Cristal Rodriguez v. EAH , Inc.**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Santa Cruz                              |
| <b>Case No.</b> | 21CV00884                               |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**124. Natalie Chrestensen v. Northeastern Rural Health Clinics**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Lassen                                  |
| <b>Case No.</b> | 63703                                   |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**125. Khozama Almahdi v. Vitamin Shoppe Industries**

|                 |             |
|-----------------|-------------|
| <b>Court</b>    | Santa Clara |
| <b>Case No.</b> | 20CV365150  |
| <b>Nature</b>   | PAGA        |
| <b>Status</b>   | Settled     |

**126. Omar Vejar v. Fineline Woodworking, Inc.**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Orange                                  |
| <b>Case No.</b> | 30-2021-01208607-CU-OE-CXC              |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**127. Janelle Harris v. 7Cuts, LLC**

|                 |                                                   |
|-----------------|---------------------------------------------------|
| <b>Court</b>    | Contra Costa                                      |
| <b>Case No.</b> | MSC21-01375                                       |
| <b>Nature</b>   | Meal/Rest Breaks, Wage Statement Violations, PAGA |
| <b>Status</b>   | Settled                                           |

**128. Claudia Nunez v. The Whole Child**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Los Angeles                             |
| <b>Case No.</b> | 21STCV25160                             |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | In Litigation                           |

**129. Jaqueline Nayyar v. Pizza Investment Entrepreneurs, LLC**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Solano                                  |
| <b>Case No.</b> | FCS056804                               |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | In Litigation                           |

**130. Michael Harrington v. Genesis Private Security**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | Alameda       |
| <b>Case No.</b> | RG21105476    |
| <b>Nature</b>   | PAGA          |
| <b>Status</b>   | In Litigation |

**131. Robert Baray v. Curation Foods**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Santa Barbara                           |
| <b>Case No.</b> | 21CV2834                                |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**132. James Aguilar v. T & K**

|                 |                                                                    |
|-----------------|--------------------------------------------------------------------|
| <b>Court</b>    | Santa Clara                                                        |
| <b>Case No.</b> | 21CV384674                                                         |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, Untimely Payment of Wages, PAGA |
| <b>Status</b>   | Settled                                                            |

**133. Arthur Gutierrez v. Anning Company**

|                 |                    |
|-----------------|--------------------|
| <b>Court</b>    | Los Angeles        |
| <b>Case No.</b> | 21PSCV00785        |
| <b>Nature</b>   | Unpaid Wages, PAGA |
| <b>Status</b>   | In Litigation      |

**134. Pedro Rodriguez v. RM Parks**

|                 |                                               |
|-----------------|-----------------------------------------------|
| <b>Court</b>    | San Joaquin                                   |
| <b>Case No.</b> | STK-CV-UOE-2021-0006050                       |
| <b>Nature</b>   | Unpaid Wages, Wage Statement Violations, PAGA |
| <b>Status</b>   | Settled                                       |

**135. Phillip Soto v. Niki Investments**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Orange                                  |
| <b>Case No.</b> | 30-2021-01213064-CU-OE-CXC              |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**136. David Ezell v. Diab Leasing**

|                 |                                                                    |
|-----------------|--------------------------------------------------------------------|
| <b>Court</b>    | Sacramento                                                         |
| <b>Case No.</b> | 2021-305329                                                        |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, Wage Statement Violations, PAGA |
| <b>Status</b>   | Settled                                                            |

**137. John Icabalceta v. Integrated Protection Corp.**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Los Angeles                             |
| <b>Case No.</b> | 21STCV28920                             |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | In Litigation                           |

**138. Jose Garcia v. Pacific Shellfish Inc.**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | San Diego                               |
| <b>Case No.</b> | 37-2021-00021898-CU-OE-CTL              |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**139. Geneva Putman v. Winco Holdings, Inc.**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Sacramento                              |
| <b>Case No.</b> | 2:21-cv-01760-MCE-JDP                   |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | In Litigation                           |

**140. Alahjah Brown v. NRI USA, Inc.**

|                 |                |
|-----------------|----------------|
| <b>Court</b>    | San Bernardino |
| <b>Case No.</b> | CIVSB0228407   |
| <b>Nature</b>   | PAGA           |
| <b>Status</b>   | Settled        |

**141. Isabella Ruiz v. Tiwana & Sons, Inc.**

|                 |                                   |
|-----------------|-----------------------------------|
| <b>Court</b>    | San Joaquin                       |
| <b>Case No.</b> | STK-CV-400-2021-6420              |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime |
| <b>Status</b>   | Settled                           |

**142. Tausha Griswold v. Savings Bank of Menocino County**

|              |           |
|--------------|-----------|
| <b>Court</b> | Mendocino |
|--------------|-----------|

|                 |                                 |
|-----------------|---------------------------------|
| <b>Case No.</b> | 21CV00670                       |
| <b>Nature</b>   | Wage Statement Violations, PAGA |
| <b>Status</b>   | Settled                         |

**143. Dino Desanctis v. Douglas Products and Packaging Company, LLC**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Contra Costa                            |
| <b>Case No.</b> | C21-01874                               |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**144. Joe Moreno v. Rambo, LLC.**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2021-00038129-CU-OE-CTL |
| <b>Nature</b>   | PAGA                       |
| <b>Status</b>   | Settled                    |

**145. Sara Chiu v. Cornish & Carey (NewMark)**

|                 |                                   |
|-----------------|-----------------------------------|
| <b>Court</b>    | Alameda                           |
| <b>Case No.</b> | 34-2021-00295429                  |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime |
| <b>Status</b>   | Settled                           |

**146. Norman Respass v. The Scion Group**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Eastern District                        |
| <b>Case No.</b> | 2:20-cv-02307-MCE-JDP                   |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**147. Jalil Hasim v. The Davey Tree Expert Company**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | San Francisco                           |
| <b>Case No.</b> | CGC-21-595544                           |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**148. Devin Terrel v. KaiserAir**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Alameda                                 |
| <b>Case No.</b> | RG21113701                              |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**149. Michelle Lee v. Aveanna Healthcare AS, LLC**

|                 |             |
|-----------------|-------------|
| <b>Court</b>    | Santa Clara |
| <b>Case No.</b> | 21CV387081  |
| <b>Nature</b>   | PAGA        |
| <b>Status</b>   | Settled     |

**150. Annklein Pacia v. Kilroy Realty, L.P.**

|                 |                                               |
|-----------------|-----------------------------------------------|
| <b>Court</b>    | Los Angeles                                   |
| <b>Case No.</b> | 21STCV20624                                   |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA, FCRA |
| <b>Status</b>   | Settled                                       |

**151. Lydia Wedan v. Lakeport Post Acute, LLC**

|                 |                                   |
|-----------------|-----------------------------------|
| <b>Court</b>    | Lake                              |
| <b>Case No.</b> | CV-422113                         |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime |
| <b>Status</b>   | Settled                           |

**152. Dante Henderson v. Bizon Group, Inc.**

|                 |                                                                    |
|-----------------|--------------------------------------------------------------------|
| <b>Court</b>    | Alameda                                                            |
| <b>Case No.</b> | HG21115170                                                         |
| <b>Nature</b>   | Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | In Litigation                                                      |

**153. Noemy Flores v. Aven Group, Inc.**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Los Angeles                             |
| <b>Case No.</b> | 21STCV36642                             |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | In Litigation                           |

**154. Alissa Whitney v. Five J's Family Enterprises**

|                 |                                                            |
|-----------------|------------------------------------------------------------|
| <b>Court</b>    | San Bernardino                                             |
| <b>Case No.</b> | CIVSB 2129063                                              |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, Unlawful Rounding, PAGA |
| <b>Status</b>   | Settled                                                    |

**155. Ricardo Rodriguez v. Employbridge**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | Ventura                    |
| <b>Case No.</b> | 56-2021-00559039-CU-OE-VTA |
| <b>Nature</b>   | PAGA                       |
| <b>Status</b>   | In Litigation              |

**156. Amanda Patterson v. RCSH Operations, Inc.**

|                 |                                                                    |
|-----------------|--------------------------------------------------------------------|
| <b>Court</b>    | Contra Costa                                                       |
| <b>Case No.</b> | MSC21-02077                                                        |
| <b>Nature</b>   | Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                                            |

**157. Tyra Toler v. Total Testing Solutions LLC**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Los Angeles                             |
| <b>Case No.</b> | 21STCV38452                             |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**158. Juanita Allen v. Nissan of Stockton**

|                 |                      |
|-----------------|----------------------|
| <b>Court</b>    | San Joaquin          |
| <b>Case No.</b> | STK-CV-UOE-2021-8956 |
| <b>Nature</b>   | PAGA                 |
| <b>Status</b>   | In Litigation        |

**159. Bria Ware v. Shake Shack**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Alameda                                 |
| <b>Case No.</b> | 21CV002063                              |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**160. Paola Villalvazo v. SK Market Inc.**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | Los Angeles   |
| <b>Case No.</b> | 21STCV39911   |
| <b>Nature</b>   | PAGA          |
| <b>Status</b>   | In Litigation |

**161. Luke Delacruz v. Walmart (Bonobos)**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | San Diego                               |
| <b>Case No.</b> | 37-2021-00046421-CU-OE-CTL              |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | In Litigation                           |

**162. Tanya Ripley v. Cerner Corp.**

|                 |                                   |
|-----------------|-----------------------------------|
| <b>Court</b>    | Placer                            |
| <b>Case No.</b> | S-CV-0045961                      |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime |

|               |         |
|---------------|---------|
| <b>Status</b> | Settled |
|---------------|---------|

**JCL LAW FIRM, APC**  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
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Fax: (619) 599-8291

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**FIRM RESUME**

Areas of Practice: Employee Class Actions, Wage and Hour Class Actions, Civil Litigation, and Unlawful Housing Practices.

**ATTORNEY BIOGRAPHIES**

**Jean-Claude Lapuyade, Esq.**  
California Bar Number 248676  
Founding Partner

**Biography:**

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$100 million in monetary awards for his clients.

Mr. Lapuyade served as co-editor of the Insurance Column for Consumer Attorneys of San Diego from 2011 to 2014. As editor, Mr. Lapuyade was responsible for publishing monthly articles in the Trial Bar News periodical analyzing complex insurance coverage issues. Mr. Lapuyade is a four-time recipient of the Super Lawyers Rising Star by Thomson Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to 5 percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

**Bar Admissions:**

- California
- U.S. District Court Southern District of California
- U.S. District Court Central District of California
- U.S. District Court Eastern District of California
- U.S. District Court Northern District of California

**Professional Associations:**

- California Employment Lawyers Association, 2007 to Present
- Consumer Attorneys of San Diego, 2007 to 2020
- American Bar Association, Section of Litigation, Member, 2007 to 2020
- American Bar Association, Labor & Employment Section, Member, 2007 to 2020
- American Bar Association, Tort, Trial & Insurance Section, Member, 2007 to 2020
- California Bar Association, Labor & Employment Section, Member, 2007 to Present
- California Bar Association, Litigation Section, Member, 2007 to Present

**Education:**

- **California Western School of Law**
  - J.D. - 2006
  - Honors: Deans Merit Scholarship, California Western School of Law 2005 - 2006
- **University of Arizona**
  - B.A. - 2001
  - Major: History

**Honors:**

- Super Lawyers Rising Star, Thomson Reuters, 2015 - 2018
- Distinguished Advocate Award for Outstanding Oral Advocacy, 2005 - 2006

**Sydney Castillo-Johnson, Esq.**  
California Bar Number 343881  
Associate Attorney

**Biography:**

Ms. Castillo-Johnson is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Castillo-Johnson's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Castillo-Johnson volunteered her time at California Western School of Law first as a student intern and later as a student manager with the Community Law Project which offers legal services to the low-income community of San Diego. She now sits on the Advisory Council with the Community Law Project.

**Education:**

- **California Western School of Law**
  - J.D.- 2022
  - Honors:
    - Dean's Honor List: Spring 2021, Fall 2021
    - Public Service Honor Society Fall 2021
    - 3L Academic Merit Scholarship
    - Dean's Diversity, Service, and Leadership Scholarship
  - Activities: Community Law Project Student Manager
- **Azusa Pacific University**
  - B.A. – 2018
  - Major: Criminal Justice

**Monnett De La Torre, Esq.**  
California Bar Number 272884  
Senior Associate

**Biography:**

Ms. De La Torre is a San Diego and Ventura County based labor and employment attorney representing aggrieved California employees throughout the State of California. Ms. De La Torre's litigation practice focuses on representing California employees in wage and hour class and representative actions for unpaid wages, missed meal and rest breaks, misclassification, penalties, and wrongful termination cases. Ms. De La Torre has extensive experience handling internal workplace investigations. Ms. De La Torre has handled matters before the Department of Fair Employment and Housing, Equal Employment Opportunity Commission and Department of Labor.

Ms. De La Torre is a two-time recipient of the Super Lawyers Rising Star by Thomas Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to five percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

**Bar Admissions:**

- California
- U.S. District Court Southern District of California

**Professional Associations:**

- California Employment Lawyers Association, 2022 to Present
- Consumer Attorneys of San Diego, 2010-2015
- American Bar Association, Labor & Employment Section, Member, 2015 to Present
- California Bar Association, Labor & Employment Section, Member, 2015 to Present
- San Diego La Raza Lawyers Association, 2010-2015
- Ventura County Bar Association, 2015-Present
- Women Lawyers of Ventura County, 2015-Present

**Education:**

- **New England School of Law**
  - J.D.- 2010

- Honors:
  - Dean's List Consecutive years
- **University of California, San Diego**
  - B.A.- 2006
  - Major: Economics
  - Minor: Latin American Studies

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2021 and 2022
- Pacific Cost Business Times, "Top 40 under 40" Award
- Daily Transcripts "Top Young Attorney: nominee, consecutive years"

REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521, 2017
- *Chmurny v. State*, 392 Md. 159, 2006

CLASS ACTION & REPRESENTATIVE CASES

- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.

- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stetak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)
- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);

- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);

# **EXHIBIT 3**