

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Julieann Alvarado (State Bar #334727)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com
julieann@zakaylaw.com

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com

Attorneys for Plaintiff ANN KLEIN PACIA

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 JEAN-CLAUDE
LAPUYADE, ESQ. IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

Date: November 17, 2023

Time: 10:30 a.m.

Judge: Hon. Stuart M. Rice

Dept.: 1

1 I, Jean-Claude Lapuyade, Esq., declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am counsel of record for
5 Plaintiff ANNKLEIN PACIA (hereafter "Plaintiff" or "Class Representative") in this wage and hour
6 class and representative action filed against Defendants KILROY REALTY, L.P. and KILROY
7 REALTY CORPORATION (hereinafter "Defendants").

8 2. This declaration is being submitted in support of Plaintiff's Motion for Final Approval of
9 Class Action and PAGA Settlement.

10 3. Attached hereto as **Exhibit "1"** is a true and correct copy of the fully executed Class
11 Action and PAGA Settlement Agreement and Class Notice (hereinafter "Settlement Agreement").

12 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the conformed May 1, 2023,
13 Preliminary Approval Order.

14 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the March 6, 2023, proof of
15 filing the proposed Settlement with the LWDA.

16 6. Attached hereto as **Exhibit "4"** is a true and correct copy of the October 24, 2023, proof
17 of filing this motion seeking final approval of this Settlement with the LWDA.

18 7. Attached hereto as **Exhibit "5"** is a true and correct copy of the JCL Law Firm, APC's
19 "Firm Resume" detailing the credentials and a summary of cases on which Counsel has been appointed
20 Class Counsel.

21 **I. INTRODUCTION**

22 8. An objective evaluation of the proposed settlement of Eight Hundred Seventy-Six
23 Thousand Nine Hundred Seventy-Seven Dollars and Nineteen Cents (\$876,977.19) ("Maximum
24 Settlement Amount")¹ confirms that the relief negotiated on behalf of the Settlement Class is fair,

25
26 ¹ During the initial notice period, Defendants discovered that they had under-reported the number of workweeks, and that
27 the actual number of workweeks was 29,060. The Agreement contains an escalator provision, pursuant to which the
28 Maximum Settlement Amount would increase in proportion to any workweeks above a threshold. The new total, 29,060,
exceeded the threshold, 28,829, by 0.85%. Accordingly, the Maximum Settlement Amount increased from \$870,000.00 to
\$876,977.19. ILYM Dec. at ¶ 10.

1 reasonable, and valuable. The Settlement is a product of informed, adversarial, and non-collusive
2 negotiations, between experienced counsel, and presided over by Steven Rottman, Esq., a highly
3 regarded mediator. After deducting any Court-approved attorneys' fees and litigation costs, class
4 representative incentive payments, settlement administration fees, background check payments to the
5 Class Members, and the payment to the Labor & Workforce Development Agency ("LWDA"), the net
6 settlement fund shall be distributed to the Settlement Class based on the number of Workweeks they
7 worked while employed by Defendants during the Class Period. *As of the filing of this motion, the*
8 *Class greeted news of the Settlement with almost unanimous approval as, at the time of the filing of*
9 *this motion, 98.87% of Class Members have chosen to participate in the Settlement.*² There are three
10 opt-outs and zero objections to the Settlement. The high approval by the Settlement Class evidences the
11 clear fairness and reasonableness of the Settlement.

12 9. This Settlement provides substantial recovery to Settlement Class Members. Plaintiff
13 estimates that the Settlement, if approved, would result in a Net Settlement Amount of approximately
14 **\$461,651.46**. This will result in an average Individual Class Payment (including the Background Check
15 Payment) of **\$1,945.44**, and a high payment of **\$4,840.30**. Aggrieved Employees will receive an average
16 Individual PAGA Payment of **\$28.41** and a high payment of **\$75.26**.

17 10. The relief offered by the Settlement is immediate and is particularly impressive when
18 viewed against the difficulties encountered by plaintiffs pursuing similar wage and hour cases (*see*
19 *infra*). Indeed, by settling now rather than proceeding to trial, the Settlement Class will not have to wait
20 (possibly years) for relief, nor will they have to bear the risks associated with prolonged and uncertain
21 litigation.

22 11. As discussed below, the proposed Settlement satisfies all criteria for final settlement
23 approval under California law and falls well within the range of reasonableness. Accordingly, the Class
24 Representative and Class Counsel respectfully request this Court grant final approval of the Agreement
25 and entry of the proposed Final Approval Order and Judgment.

26 ² As of the filing date of this Motion, six (6) Notices were deemed undeliverable. ILYM Dec. at ¶ 15. The deadline for Class
27 Members to opt-out or object is October 30, 2023. ILYM Dec. at ¶ 12. Class Counsel will provide an updated declaration
28 from the administrator following the response deadline.

II. OVERVIEW OF THE LITIGATION

12. Defendants own and manage real estate throughout California, including Los Angeles County where Plaintiff worked. Plaintiff worked for Defendants as a non-exempt employee in California from March 2020 to October 2020. At all times during his employment, Plaintiff earned an hourly wage and was entitled to legally complaint meal and/or rest periods, minimum, regular, and overtime wages. Throughout her employment, Plaintiff was subject to Defendants' written policies and procedures.

13. Defendants forcefully deny liability for each of Plaintiff's claims. Further, Defendants assert that they fully complied with all applicable employment laws and raised several other significant defenses to Plaintiff's claims, including but not limited to, facially compliant meal and rest period policies, compliant wage statements, reimbursement for all required business expenses, and payment of all wages upon separation.

14. On February 3, 2021, Plaintiff served Defendants and the Labor and Workforce Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff's PAGA Notice set forth the facts and theories supporting Defendants' alleged violations of various provisions of the California Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and of her intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code sections 2698 *et seq* ("PAGA").

15. On June 2, 2021, Plaintiff filed a class action complaint in the Los Angeles Superior Court, Case Number 21STCV20624 (the "Action"). The Action alleged nine causes of action against Defendants for: (1) Unfair Competition in Violation of California Business and Professions Code §§ 17200 *et seq*; (2) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197, 1197.1; (3) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510 *et seq.*; (4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 and 512; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 and 512; (6) Failure to Provide Accurate Itemized Wage Statements in Violation of Cal. Lab. Code § 226; (7) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202, and 203; (8) Failure to Reimburse Employees for Required

1 Expenses in Violation of Cal. Lab. Code § 2802; (9) Violation of the Fair Credit Reporting Act for
2 Failure to Make Proper Disclosures [15 U.S.C. § 1681, *et seq.*]; (10) Violation of the Fair Credit
3 Reporting Act for Failure to Obtain Proper Authorization [15 U.S.C. § 1681, *et seq.*]; (11) Violation of
4 the Investigative Consumer Reporting Agencies for Failure to Make Proper Disclosures [Cal. Civ. Code
5 § 1786, *et seq.*]; (12) Violation of the Consumer Credit Reporting Agencies Act for Failure to Obtain
6 Proper Disclosures [Cal. Civ. Code § 1785; *et seq.*]; (13) Wrongful Termination in Violation of Public
7 Policy; and (14) Violation of Govt. Code § 12940.³ On September 20, 2021, Plaintiff filed a First
8 Amended Complaint to add a cause of action for Violations of the Private Attorney General Act at Lab.
9 Code §§ 2698 *et. seq.*, while dismissing the Background Check Class Claims (causes of action 9-12).
10 On March 2, 2023, Plaintiff filed a Second Amended Complaint reasserting the Background Check
11 Class Claims.

12 16. Prior to mediation, the Parties agreed to informally exchange information subject to the
13 mediation privilege, including but not limited to, a significant sample of the Class Members' time data
14 and certain payroll data points. As discussed *infra*, Plaintiff's counsel retained the forensic consultants
15 at Berger Consulting Group ("BCG") to analyze Defendants' time and payroll data.

16 17. On September 29, 2022, the Parties participated in a full day mediation with Steven
17 Rottman, Esq., a highly regarded mediator of wage and hour class actions. After arms-length
18 negotiations and bargaining, the Parties reached an agreement to settle based on Mr. Rottman's
19 recommendation and signed a Memorandum of Understanding. After reaching an agreement in
20 principle, the Parties drafted and negotiated a long-form settlement agreement, which is the subject of
21 the instant motion.

22 **III. THE SETTLEMENT BEFORE THE COURT**

23 18. The Court preliminarily approved an initial Maximum Settlement Amount of Eight
24 Hundred Seventy Thousand Dollars and Zero Cents (\$870,000.00) based on a total of an estimated
25

26 ³ Plaintiff has agreed to settle her individual wrongful termination claims pursuant to a separate, confidential, settlement
27 agreement. Concurrently with this motion for final approval, Plaintiff has filed a request for dismissal seeking to dismiss
28 the 13th and 14th causes of action in the Action. Pursuant to the Court's request, Plaintiff submitted the individual settlement
agreement for in camera review on April 28, 2023.

26,208 Workweeks worked by the Class during the Class Period. During the initial notice period, Defendants discovered that they had under-reported the number of workweeks, and that the actual number of workweeks was 29,060. The Agreement contains an escalator provision, pursuant to which the Maximum Settlement Amount would increase in proportion to any work weeks above a threshold. The new total, 29,060, exceeded the threshold, 28,829, by 0.85%. Accordingly, the Maximum Settlement Amount increased from \$870,000.00 to \$876,977.19.

19. The Maximum Settlement Amount shall be used: (1) to satisfy Individual Class Payments; (2) to satisfy the Class Representative Payment; (3) to satisfy the Class Counsel Attorneys' Fees and Litigation Costs Payment; (4) to satisfy the PAGA Payment; (5) to satisfy the Background Check Payment; and (6) to satisfy the Settlement Administration Fees incurred in this action.

20. As explained in further detail below, the Settlement is fair, adequate, and reasonable to the class and should be granted final approval. This is evidenced by the high approval of the Settlement by the Settlement Class, the absence of any objections to the Settlement and the average Individual Class Payment of **\$1,945.44**.

IV. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

A. Class Counsel Conducted a Thorough Investigation

21. Months before filing the Action, Class Counsel began their pre-filing investigation into the Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with Plaintiff. As part of the interview process, the Plaintiff produced documents related to her employment, including time and payroll records. At the conclusion of the interviews, Class Counsel determined that each of Plaintiff's complaints appeared to substantiate Plaintiff's claim that Defendants' failed to, among other things, pay for all time worked, reimburse for mandatory business expenses, and provide compliant meal and rest periods.

22. To prepare for mediation, Class Counsel requested documents and data points to further evaluate Plaintiff's claims and Defendants' liability exposure to the Class Members. In response to Class Counsel's request, Defendants produced, among other things, the time and payroll records for a sample of the Class Members, aggregate workweek and pay period data, and copies of applicable

1 handbooks, policies, and agreements. In total, Defendants produced nearly 5,000 pages of documents
2 for Class Counsel to analyze.

3 23. Class Counsel then retained the statisticians and economists at BCG to evaluate the Class
4 Members' payroll and time data. BCG provides data analysis and damage modeling consulting services
5 specializing in wage and hour class actions. BCG's team of financial and data analysts are credentialed
6 and experienced experts in their fields and have provided their expertise on thousands of cases.

7 24. BCG analyzed Defendants' time and payroll data to assist in the development of various
8 damage models. Among other things, BCG determined the approximate amount of unpaid wages,
9 amount of unpaid overtime wages, number of workweeks, pay periods, average length of shifts and
10 average number of hours worked per week. BCG also estimated the number of missed, late, or truncated
11 meal and rest periods, and the amount of missed meal and rest period premiums paid during the Class
12 Period.

13 25. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1)
14 determining Plaintiff's suitability as a putative class representative through interviews, background
15 investigations, and analysis of her employment files; (2) evaluating all of Plaintiff's potential claims;
16 (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions,
17 and the type of employer; (4) analyzing the Settlement Class's time and payroll records; (5) analyzing
18 Defendants' labor policies and practices; (6) researching settlements in similar cases as well as
19 outstanding issues which could affect settlement approval; (7) evaluating Plaintiff's claims and
20 estimating Defendants' liability for purposes of settlement; (8) drafting the mediation brief; and (9)
21 participating in the mediation. This investigation allowed Class Counsel to fully assess the nature and
22 magnitude of the claims being settled, as well as the impediments to recovery, such as to make an
23 independent assessment of the reasonableness of the terms to which the Parties have agreed.

24 26. Class Counsel only agreed to enter the Settlement following this thorough investigation
25 and evaluation of Plaintiff's claims. Based on its investigation of the facts, applicable law, and
26 marketplace for similar settlements, and considering the risk of significant delay and uncertainty
27 associated with litigation, and the various defenses asserted by Defendants, Class Counsel believe this
28

1 Agreement to be in the best interest of the Class Members. Because the Settlement's terms are fair,
2 reasonable, and adequate, the Court should preliminarily approve the Settlement.

3 **B. The Parties Settled At Mediation**

4 27. On September 29, 2022, the Parties conducted a full-day mediation with Steven Rottman,
5 Esq., a highly regarded mediator. Mediator Rottman helped to manage the Parties' expectations and
6 provided a useful, neutral analysis of the issues and risks to both sides. The Parties made substantial
7 progress with Mediator Rottman's assistance. Namely, the Parties exchanged information regarding
8 their respective claims and defenses, including their respective evaluations of the damages. After more
9 than eight hours of arm's length and adversarial negotiations, the mediation concluded with a
10 settlement. The amount of the service award and many other terms were not negotiated until after the
11 parties agreed to the Maximum Settlement Amount. No action would likely have been taken by Class
12 Members individually, and no compensation would have been recovered for them, but for Plaintiff's
13 service on behalf of the Class.

14 **C. Class Counsel is Experienced in Similar Litigation**

15 28. Plaintiff is represented by competent and experienced counsel to pursue her claims. I
16 established the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing
17 aggrieved employees and consumers throughout California in wage and hour class actions and complex
18 multi-party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade,
19 Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Monnett De La Torre
20 (Associate Attorney), Tesla Stone (Paralegal), Laura Gonzalez-Mendez (Paralegal), Jennifer Heming
21 (Paralegal), and Madelyn Uchiyama (Legal Assistant).

22 29. I am qualified to represent the Plaintiff, the State of California, and the Aggrieved
23 Employees. I have extensive experience with wage and hour class and representative actions litigation
24 like this matter, and employment matters in general. Additionally, I have extensive complex mass tort
25 litigation experience and complex construction product liability experience. I can, will and have
26 adequately represented the interests of the Plaintiff, the State of California, and the Aggrieved
27 Employees throughout this action.

1 36. As detailed at the time of preliminary approval, the Maximum Settlement Amount is fair
2 and reasonable considering the nature and magnitude of the claims being settled and the various
3 potential impediments to recovery. Class Counsel developed varied economic damages models
4 measuring Defendants' liability exposure while accounting for the uncertainties of continued litigation.
5 The various models were informed by Class Counsel's investigation, including the analysis of a
6 significant sample of time and payroll data. As detailed in greater depth during the preliminary approval
7 process, Class Counsel projected a range of Defendants' liability exposure for the claims asserted on
8 behalf of the Settlement Class. The Maximum Settlement Amount represents between approximately
9 17.3% and 23.6% of Defendants' *class-wide* liability exposure as estimated by Class Counsel at the
10 time of mediation.

11 37. Clearly the goal of this litigation to obtain redress for the class has been met by this
12 Settlement. Given the amount of the Settlement, the risks of litigation and the arm's length negotiations
13 between experienced counsel, the settlement is fair and reasonable, and is therefore entitled to final
14 approval.

15 **E. The Strength of Plaintiff's Case and Risks of Continued Litigation**

16 38. Although Class Counsel believes strongly in Plaintiff's claims, it would be misguided to
17 ignore the asserted defenses. If successful on any one of its defenses, Defendants could defend the
18 action or, at least, drastically undercut Plaintiff's claims.

19 39. With respect to the most immediate challenge, i.e., class certification, the risks attendant
20 to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart*
21 *Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit, vacated reversed and remanded
22 a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed
23 the trial court to enter judgement in favor of the employer. *See also O'Conner v. Uber Technologies,*
24 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); *see also*
25 *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor
26 plaintiffs in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th
27 1077, 1088 ("[T]he reason, if any, that employees might not take their breaks were predominantly
28

individualized questions of fact not susceptible to class treatment.”); *Ali v. U.S.A. Cab Ltd.* (2009) 176 Cal.App.4th 1333, 1341 (affirming denial of certification because employees’ declarations attesting to having taken meal and rest breaks demonstrated that individualized inquiries were required to show harm); *Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying certification of driver meal and rest period claims based on the predominance of individual issues). Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently, the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring settlement.

40. The fast-changing landscape of wage and hour litigation can also drastically affect the value of Plaintiff’s claims and, in fact, already has.

41. As demonstrated by the decisions in *Magadia, supra*, 999 F.3d 668, *O’Conner v. Uber Technologies* (N.D. Cal. 2018) 82 F.Supp.3d 1133 and *Duran v. U.S. Bank National Assn.* (2014) 59 Cal.4th 1, the complexities and duration of further litigation cannot be overstated. There is little doubt that if Defendants faced a large adverse judgement, Defendants undoubtedly have the resources to post a bond and appeal. A post-judgment appeal by Defendants would have required many more years to resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh an uncertain result three or more years in the future.

42. The Class Representative and Class Counsel recognize the expense and length of a trial against Defendants through possible appeals which could take another three years. In arriving at their informed belief that the present settlement is fair and adequate, Class Counsel accounted for the uncertain outcome and risk inherent in complex actions such as this one. Class Counsel is also mindful of and recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the litigation. Moreover, post-trial motions and appeals would have been inevitable. Costs would have mounted, and recovery would have been delayed if not denied, thereby reducing the benefits of an

1 ultimate victory. Class Representative and Class Counsel believe that the Settlement confers substantial
2 monetary and non-monetary benefits upon the Class. Based upon their evaluation, Class Representative
3 and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest
4 of the Class, is fair, reasonable, and adequate, and should be granted final approval.

5 **IV. THE PENALTIES UNDER PAGA ARE REASONABLE**

6 43. Here, Plaintiff and Defendants negotiated a good faith PAGA Payment in the amount of
7 \$30,000.00 which is 3.4% of the Maximum Settlement Amount. As illustrated above, this amount falls
8 well within the range of approved PAGA Settlements. Seventy-five percent (75%) of the PAGA
9 Payment (\$22,500.00) will be paid to the LWDA ("LWDA Payment") with the remaining twenty-five
10 percent (25%) to be distributed to the Aggrieved Employees, which is within the range of PAGA
11 Payment approved by courts and should be approved.

12 44. Class Counsel gave the LWDA notice of this Settlement and proposed allocation by filing
13 a copy of the Settlement, the Motion for Preliminary Approval, and this motion seeking final approval
14 with the LWDA.

15 I declare under the penalty of perjury under the laws of the State of California that the foregoing
16 is true and correct. Executed this 24th day of October, 2023, at San Diego, California.

17 **JCL LAW FIRM, APC**

18 By: 
19 Jean-Claude Lapuyade

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.

[REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]

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

Dated: Feb 13, 2023, 2022

Annklein Pacia

Annklein Pacia (Feb 13, 2023 18:21 CST)

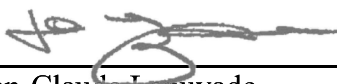
Plaintiff Ann Klein Pacia

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

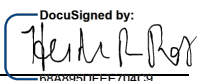
IT IS SO AGREED TO AS TO FORM AND CONTENT BY DEFENDANT:

Dated: February 14, 2023, 2022

Dated: February 14, 2023, 2022

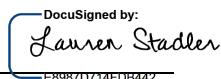
Kilroy Realty, L.P

By: Heidi Roth

DocuSigned by:

88A895DFEE704C9...

Its: EVP, Chief Administrative Officer

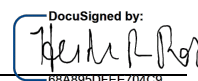
By: Lauren Stadler

DocuSigned by:

E8987D714FDB442...

Its: SVP, Corporate Counsel

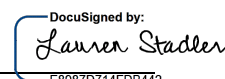
Kilroy Realty Corporation

By: Heidi Roth

DocuSigned by:

88A895DFEE704C9...

Its: EVP, Chief Administrative Officer

By: Lauren Stadler

DocuSigned by:

E8987D714FDB442...

Its: SVP, Corporate Counsel

**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

You Don't Have to Do Anything to Participate in the Settlement	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).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	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 <<6>> of this Notice. 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).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by	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.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on <<>>. 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.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by	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 <<>>. See Section <<4>> of this Notice.

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

Electronically Received 03/06/2023 02:08 PM

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
5440 Morehouse Drive, Suite 3500
San Diego, CA 92121
Telephone: (619)599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Julieann Alvarado (State Bar #334727)
5440 Morehouse Drive, Suite 3500
San Diego, CA 92121
Telephone: (619)255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com
julieann@zakaylaw.com

Attorneys for Plaintiff ANN KLEIN PACIA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
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

**~~PROPOSED~~ ORDER GRANTING
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

FILED
Superior Court of California
County of Los Angeles

05/01/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 The Motion for Preliminary Approval of a Class Action and PAGA Settlement came before this
3 Court, ~~on March 29, 2023~~ in Department 1 before the Honorable Stuart M. Rice, presiding. The Court
4 having considered the papers submitted in support of the application of the parties, HEREBY ORDERS
5 THE FOLLOWING:

6 1. The Court grants preliminary approval of the Settlement and the Settlement Class based
7 upon the terms set forth in the Class Action and PAGA Settlement Agreement (“Agreement”) filed
8 herewith. All terms used herein shall have the same meaning as defined in the Agreement.

9 2. The Settlement set forth in the Agreement, for a Maximum Settlement Amount of
10 \$870,000, appears to be fair, adequate and reasonable to the Class. The Settlement falls within the range
11 of reasonableness and appears to be presumptively valid, subject only to any objections that may be
12 raised at the final fairness hearing and final approval by this Court. It further appears that investigation
13 and research have been conducted such that counsel for the Parties are able to reasonably evaluate their
14 respective positions. It further appears to the Court that settlement at this time will avoid substantial
15 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further
16 prosecution of the Action. It further appears that the Settlement has been reached as the result of
17 intensive, serious and non-collusive, arms-length negotiations. The Parties are ordered to carry out the
18 settlement according to the terms of the Agreement and in conformity with this Order. The Court has
19 reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds
20 that the monetary settlement awards made available to Class Members is fair, adequate, and reasonable
21 when balanced against the probable outcome of further litigation relating to certification, liability, and
22 damages issues.

23 3. A final fairness hearing on the question of whether the proposed Settlement, attorneys’
24 fees to Class Counsel, costs of administration and the incentive payment to Plaintiff should be finally
25 approved as fair, reasonable and adequate as to the members of the Class is scheduled in Department 1
26 on the date and time set forth in the implementation schedule in Paragraph 11 below.
27
28

1 4. This Court approves, as to form and content, the Notice of Class Action Settlement and
2 Hearing Date for Final Court Approval. The Court approves the procedure for Class Members to opt out
3 of, or to object to, the Settlement as set forth in the Agreement and Notice.

4 5. The Court directs the mailing of the Notice of Class Action Settlement and Hearing Date
5 for Final Court Approval by first class mail to the Class Members in accordance with the Implementation
6 Schedule set forth below. The Court finds the dates selected for the mailing and distribution of the
7 Notice, as set forth in the Implementation Schedule, meet the requirements of due process and provide
8 the best notice practicable under the circumstances and shall constitute due and sufficient notice to all
9 persons entitled thereto.

10 6. Specifically, the Notice Packet fairly, plainly, accurately, and reasonably informs Class
11 Members of: (1) the nature of the Action, the definition of the Class, the identity of Class Counsel, and
12 the essential terms of the Settlement, including the plan of allocation; (2) Plaintiff's and Class Counsel's
13 applications for the incentive payment to Plaintiff, and Class Counsel's request for attorneys' fees and
14 litigation costs; (3) a formula used to determine the Class Members' estimated Individual Class
15 Payment; (4) how to claim a share of the proceeds under the Settlement, and Class Members' right to
16 appear through counsel if they desire; (5) how to object to the Settlement or to opt-out if a Class Member
17 wishes to do so; and (6) how to obtain additional information regarding the Action and the Settlement.
18 (California Rule of Court 3.766.) The Court finds that the notice requirements of California Rule of
19 Court 3.769(e) and (f) are satisfied, and that the Notice that will be provided adequately advises Class
20 Members of their rights under the settlement. Counsel for the Parties are authorized to correct any
21 typographical errors in the Notice Packet and make clarifications, to the extent the same are found or
22 needed, so long as such corrections do not materially alter the substance of the documents. The Court
23 further finds that the distribution of the Class Notice is substantially in the manner and form set forth in
24 the Agreement and this Order meets the requirements of due process, is the best notice practicable under
25 the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court
26 orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in the Agreement.
27
28

1 7. It is ordered that the Settlement Class is preliminarily certified for settlement purposes
2 only. For Settlement purposes only, the Court conditionally certifies the Class, consisting of “all non-
3 exempt employees who are or previously were employed by Defendants and performed work in
4 California during the Class Period. The Class Period is the period commencing June 2, 2017 up to and
5 including October 27, 2022.

6 8. The Court concludes that, for settlement purposes only, the Class meets the requirements
7 for certification under Section 382 of the California Code of Civil Procedure in that: (a) the Class is
8 ascertainable and so numerous that joinder of all Class Members is impracticable; (b) common questions
9 of law and fact predominate, and there is a well-defined community of interest amongst the Class
10 Members with respect to the subject matter of the litigation; (c) the claims of the named Plaintiff are
11 typical of the claims of the Class Members; (d) the Class Representative will fairly and adequately
12 protect the interests of the Class Members; (e) a class action is superior to other available methods for
13 the efficient adjudication of this controversy; and (f) counsel for the Class is qualified to act as counsel
14 for the Class.
15

16 9. The Court confirms Plaintiff Ann Klein Pacia as Class Representative, and Shani O.
17 Zakay of Zakay Law Group, APLC, Jean-Claude Lapuyade of JCL Law Firm, APC and Nicholas J. De
18 Blouw of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel.

19 10. The Court confirms the appointment of ILYM Group, Inc. as the Settlement
20 Administrator.

21 11. The Court orders the following Implementation Schedule for further proceedings:

22

23	a.	Deadline for Defendants to Submit Class Data to Settlement Administrator	15 calendar days after Order granting Preliminary Approval
24	b.	Deadline for Settlement Administrator to Mail Class Notice to Class Members	14 calendar days after receiving Class Data from Defendants
25	c.	Deadline for Class Members to Postmark Requests for Exclusion	45 calendar days after mailing of the Notice
26			
27			
28			

d.	Deadline for Receipt by Court, Settlement Administrator, and Counsel of any Objections to Settlement	45 calendar days after mailing of the Notice
e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Incentive Payment	16 Court days before Final Approval Hearing
f.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	14 days before Class Counsel's deadline to file Motion for Final Approval of Settlement
g.	Final Fairness Hearing and Final Approval	November 17, 2023, at 10:30 AM in Department 1 Spring Street Courthouse
h.	Deadline for Defendants to fund Settlement	65 calendar days after Effective Date
i.	Deadline for Settlement Administrator to mail the Individual Payments and the Incentive Payment, and to wire transfer the Attorneys' Fees and Costs (if Settlement is Effective)	14 calendar days after Funding Date
j.	Deadline for Class Members to cash Individual Payment checks (if Settlement is Effective)	180 calendar days after Settlement Administrator mails the Individual Payments and the Incentive Payment

12. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

///

///

///

///

1 13. As of the date this Order is signed, all dates and deadlines associated with the Action
2 shall be stayed, other than those contemplated herein and in the Settlement Agreement, and pertaining
3 to the administration of the settlement of the Action.

4
5 IT IS SO ORDERED.

6 Dated: May 1, 2023



Stuart M. Rice / Judge

HON. STUART M. RICE
JUDGE OF THE SUPERIOR COURT

EXHIBIT 3

Donia Saadi

From: Natalia Michele <natalia@zakaylaw.com>
Sent: Monday, March 6, 2023 2:01 PM
To: Jennifer Heming; Madelyn Uchiyama
Subject: For Pacia

Natalia Michele | Zakay Law Group, APC
Paralegal
5440 Morehouse Drive | Suite 3600
San Diego | CA | 92121
P.(619) 255-9047
www.zakaylaw.com | natalia@zakaylaw.com

This e-mail contains information from the law firm of Zakay Law Group, APLC which may be confidential, privileged, and/or attorney work product. Dissemination or copying of this e-mail and/or any attachments by anyone other than the intended recipient or the intended recipient's agent is strictly prohibited. If you are not the intended recipient, please notify us at shani@zakaylaw.com or (619) 892-7095 and destroy all copies of the original message.

-----Original Message-----

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Monday, March 6, 2023 1:59 PM
To: Natalia Michele <natalia@zakaylaw.com>
Subject: Thank you for your Proposed Settlement Submission

03/06/2023 01:57:23 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 4

EXHIBIT 5

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291

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 \$200 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.

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

EXAMPLES OF THE JCL LAW FIRM'S
REPRESENTATIVE CLASS ACTION & REPRESENTATIVE CASES

- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *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. Stemak 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. 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);