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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

RACHEL QUIJADA, as an individual and
on behalf of aggrieved employees,

Plaintiff,

vs.

EXTRA SPACE MANAGEMENT, INC.,
a Utah corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 21CV385899

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFFS' MOTION TO
APPROVE SETTLEMENT AGREEMENT
PURSUANT TO THE PRIVATE ATTORNEYS
GENERAL ACT**

Date: April 25, 2024
Time: 8:30 a.m.
Dept: 7

Complaint Filed: August 17, 2021
Trial Date: None

1 The motion of Plaintiffs Rachel Quijada and Sasan Azar (collectively, “Plaintiffs”) for an
2 order approving the settlement of the above-captioned action and entering judgment thereon
3 (“Motion”) having come before the Court, and the Court being duly apprised of the premises,
4 good cause appearing,

5 IT IS HEREBY ORDERED that the Motion shall be and is granted and the settlement of
6 this action is hereby approved.

7 IT IS FURTHER ORDERED as follows:

8 1. All terms used for purposes of this Order and Judgment, not otherwise defined,
9 shall have the same meaning as given in the Private Attorneys General Act Settlement
10 Agreement (“Agreement” or “Settlement”) attached as Exhibit B to the Declaration of Kristen
11 M. Agnew filed in support of the Motion.

12 2. Pursuant to the PAGA, Labor Code sections 2699(1)(2) and (1)(4), the Labor and
13 Workforce Development Agency (“LWDA”) has been given notice of the settlement. Pursuant to
14 the PAGA, on the date the Parties filed the Motion seeking approval of the settlement with the
15 Court, Plaintiffs submitted to the LWDA a notice of the settlement enclosing a copy of the
16 Settlement Agreement. The Court finds and determines that Plaintiffs’ notice of the settlement
17 complied with the statutory requirements of the PAGA.

18 3. The Court confirms approval of the Settlement as to the following group of
19 individuals, collectively referred to as the “Aggrieved Employees all current and former hourly,
20 non-exempt employees who work or who have worked for Extra Space in the State of California
21 at any time during the period of June 13, 2020 through July 19, 2023 (“Settlement Period”).

22 4. This Court has jurisdiction over the subject matter of this litigation, Plaintiffs,
23 Aggrieved Employees, Defendant and over those persons and entities undertaking affirmative
24 obligations under the settlement.

25 5. The Court finds that the Settlement is, in all respects, fair, reasonable, and
26 adequate. Accordingly, the Court hereby finally and unconditionally approves the Settlement.

27 6. The Court finds that Plaintiffs, all Aggrieved Employees, and the LWDA, in
28 accordance with the Settlement, release the following “Released Claims” against the Released

Parties:

all Aggrieved Employees' claims for penalties under the California Private Attorneys General Act, including interest, costs and attorneys' fees related thereto, predicated upon Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1194 and 2802 and any other Labor Code sections and/or duplicative or similar provisions arising under the Wage Orders of the California Industrial Welfare Commission that were alleged or that could have been alleged based on the factual allegations in the Quijada Complaint and/or PAGA Letters. The Released Claims include all claims for penalties recoverable under PAGA concerning: failure to pay minimum wages, straight time compensation and overtime compensation; failure to pay for all hours worked; the calculation of the regular rate of pay; failure to pay overtime compensation at the regular rate of pay; failure to provide meal and/or rest periods; failure to pay proper meal or rest period penalties; failure to provide accurate itemized wage statements; failure to timely pay wages during employment; failure to timely pay wages at separation of employment; payment for all hours worked; waiting time penalties; and off-the-clock work, and any other PAGA penalty claims whatsoever alleged in the Quijada Complaint and/or PAGA Letters, whether known or unknown, during the Settlement Period.

The Agreement neither releases the Released Parties from liability, if any, to Aggrieved Employees for violations of any predicate statutes other than PAGA, nor effects a waiver of claims by Aggrieved Employees against the Released Parties for any individual wage and hour claims.

7. The Court approves the Gross Settlement Amount of \$350,000.00. The Court further finds that the Gross Settlement Amount, PAGA Payment, and the methodology used to calculate and pay each Individual Settlement Payment, in accordance with the Settlement, are fair and reasonable.

8. Phoenix Settlement Administrators is approved to serve as the Settlement Administrator.

9. The Court awards the Settlement Administrator in this Action its fees and costs in the amount of \$9,600.00, in accordance with the terms of the Settlement Agreement.

10. The Court awards Plaintiffs a Service Award Payment in the amount of \$10,000 each. In exchange, Plaintiffs have agreed to a general release of all claims that they might have against Defendant, including a Civil Code section 1542 release.

11. The Court awards to Plaintiff's counsel in this Action its fees of \$116,655.00 and actual costs of \$13,624.86, in accordance with the terms of the Settlement Agreement.

1 12. The Court approves the PAGA Payment of \$190,120.14. Seventy-five percent
2 (75%) of the PAGA Payment will be paid to the State of California Labor and Workforce
3 Development Agency (“LWDA Payment”), and the remaining twenty-five percent (25%) of the
4 PAGA Payment shall be distributed to the Aggrieved Employees in accordance with the terms of
5 the Settlement.

6 13. Checks for Individual Settlement Payments sent to Aggrieved Employees shall be
7 valid for one hundred eighty (180) days after issuance. Funds remaining from any checks for
8 Individual Settlement Payments uncashed after one hundred eighty (180) days shall escheat to
9 the State of California Unclaimed Property Fund in the name of the Aggrieved Employee whose
10 check went uncashed.

11 14. The Court retains exclusive and continuing jurisdiction over this Action for
12 purposes of supervising, administering, implementing, interpreting, and enforcing this Judgment
13 and Order, as well as the settlement.

14 15. Nothing in this Order and Judgment or the settlement shall be construed as an
15 admission or concession by any party. The settlement and this resulting Judgment and Order
16 simply represent a compromise of disputed allegations.

17 16. Plaintiffs are directed to submit a copy of this Order to the LWDA within ten (10)
18 days of the date of this Order.

19 IT IS SO ORDERED, ADJUDGED AND DECREED.

20
21 Dated: _____

HON. CHARLES F. ADAMS
SUPERIOR COURT OF CALIFORNIA