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Attorneys for Plaintiffs and Aggrieved Employees

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

**DECLARATION OF KRISTEN M. AGNEW IN
SUPPORT OF PLAINTIFFS' MOTION TO
APPROVE SETTLEMENT AGREEMENT
PURSUANT TO THE PRIVATE ATTORNEYS
GENERAL ACT**

Date: April 25, 2024
Time: 1:30 p.m.
Dept: 7

Complaint Filed: August 17, 2021
Trial Date: None

1 I, Kristen M. Agnew, declare as follows:

2 1. I am an attorney at law, duly licensed to practice before all Courts in the State of
3 California, and am with the law firm Diversity Law Group, P.C., counsel of record for Plaintiffs
4 Rachel Quijada and Asan Sazar (collectively, "Plaintiff"). I have personal knowledge of the facts
5 set forth below and if called to testify I could and would do so competently.

6 2. As demonstrated herein, from the inception of the case, Plaintiffs' Counsel has
7 zealously represented the interests of the Aggrieved Employees.

8 **THE QUIJADA PAGA NOTICE**

9 3. On June 21, 2021, Plaintiff Quijada submitted written notice under Labor Code
10 section 2699.3 to the California Labor and Workforce Development Agency ("LWDA") and
11 Defendant Extra Space Management, Inc. ("Defendant" or "Extra Space"), alleging that
12 Defendant violated Labor Code sections 201, 202, 203, 226(a), 226.7, 510, 512, 558, 1194 (the
13 "*Quijada* PAGA Notice"). On August 13, 2021, Plaintiff Quijada submitted an amended written
14 notice to the LWDA and Defendant further identifying the basis of her claims. The June 21, 2021
15 and August 13, 2021 notices are jointly referred to herein as the "*Quijada* PAGA Notice."
16 Attached hereto as **Exhibit A** is a true and correct copy of the *Quijada* PAGA Notice.

17 4. As set forth in the *Quijada* PAGA Notice, Plaintiff Quijada alleges that Defendant
18 failed in its affirmative obligation to ensure that Aggrieved Employees had the opportunity to
19 take and were provided with off-duty 10-minute rest periods and a thirty (30) minute
20 uninterrupted duty-free meal period within five (5) hours of the beginning of their shift.
21 Specifically, Plaintiff Quijada alleges that staffing issues required that employees respond to
22 customer and other work-related issues that caused rest periods and meal breaks to be missed,
23 taken in an untimely manner, and/or to be interrupted.

24 5. Plaintiff Quijada further alleges that Defendant underpaid overtime and meal/rest
25 period premium compensation to Aggrieved Employees. For the purpose of calculating overtime
26 and premium compensation, Defendant failed to include non-discretionary incentive pay, such as
27 "Gift/Awards" and "Monthly Field Incentives," in the calculation of the regular rate. The base
28 rate did not take into account additional items of nondiscretionary remuneration, thus resulting in

1 the underpayment of overtime and meal/rest period premium compensation.

2 6. As a result of the alleged above-mentioned Labor Code violations, Plaintiff
3 Quijada further contends that Defendant failed to provide accurate wage statements and timely
4 pay earned wages upon termination of employment.

5 **THE INITIAL QUIJADA COMPLAINT**

6 7. On August 17, 2021, Plaintiff Quijada filed a representative action against
7 Defendant in the matter of *Rachel Quijada v. Extra Space Management, Inc.*, Santa Clara County
8 Superior Court Case No. 21CV385899 (the “*Quijada Action*”). Plaintiff Quijada alleges a single
9 cause of action for violation of PAGA predicated on the Labor Code violations set forth in the
10 *Quijada* PAGA Notice. Defendant disputes and denies the claim and allegations asserted in the
11 *Quijada Action*.

12 8. On December 17, 2021, Defendant filed a Notice of Related Case identifying
13 *Sasan Azar v. Extra Space Storage, Inc.*, Orange County Superior Court Case No. 30-2021-
14 01223381-CU-OE-CXC (“*Azar Action*”). Mr. Azar alleged representative PAGA claims
15 predicated on Defendant’s alleged violation of Labor Code sections 201, 202, 203, 204, 226.7,
16 510, 512, 1194 and 2802.

17 9. On or about January 14, 2022, I met and conferred with defense counsel regarding
18 Defendant’s anticipated motion to compel arbitration and intention to file a motion to stay based
19 on the matter of *Viking River Cruises, Inc. v. Moriana*, which was then pending before the
20 United States Supreme Court. Following the *Viking River* decision, I engaged in further
21 discussions with Defendant regarding its forthcoming motion to compel arbitration.

22 10. On October 17, 2022, pursuant to a Mutual Agreement to Arbitrate, the Court
23 compelled the arbitration of the individual component of Plaintiff Quijada’s PAGA claim. The
24 Court stayed the remaining representative PAGA claim.

25 11. On November 4, 2022, Plaintiff Quijada submitted a demand for arbitration to
26 JAMS.

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13. On March 29, 2023, Plaintiff Quijada served a copy of her initial disclosures. The initial disclosures identified relevant documents and witnesses and set forth a penalties of analysis of Plaintiff Quijada's individual claims.

15. In lieu of formal discovery, Defendant produced: (1) a ten percent sampling of time and payroll records for employees during the period of June 13, 2020 and March 26, 2023; (2) data points regarding the total number of pay periods worked by non-exempt employees between June 13, 2020 and March 26, 2023 in which a shift of 3.5 hours or more was worked; (3) data points regarding the total number of pay periods worked by non-exempt employees between June 13, 2020 and March 26, 2023 in which a shift of 5 hours or more was worked; (4) the total number of non-exempt employees employed by Defendant at any time between June 13, 2020 and March 26, 2023; (5) the relevant policies, including those pertaining to meal and rest periods, the payment of meal/rest period premium compensation, the calculation of overtime wages, and mileage and travel time reimbursement; and (6) the arbitration agreements signed by employees.

16. Plaintiffs' Counsel retained Berger Consulting Group to analyze the time and payroll records produced by Defendant. Berger Consulting extrapolated the payroll data by Defendant, which PAGA Counsel utilized to prepare a penalties analysis as to the value of the PAGA claims. I also investigated the applicable law as applied to the facts discovered regarding Plaintiffs' alleged claims and potential defenses thereto. Thus, I entered mediation with a clear understanding of Defendant's maximum exposure.

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18. The Parties subsequently negotiated and executed the Private Attorneys General Act Settlement Agreement (“Agreement” or “Settlement”), a true and correct copy of which is attached herewith as **Exhibit B**. The settlement discussions were conducted at arm’s length.

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Seventy-five percent (75%) of the PAGA Payment, or approximately \$142,590.10, will be paid to the LWDA for PAGA penalties. *See* SA § 6.4 The remaining twenty-five percent (25%), or approximately \$47,530.04, will be distributed to Aggrieved Employees. *See* SA § 6.4.

23. As part of the Settlement, Defendant does not object to Plaintiffs' Counsel's request for attorneys' fees of approximately one-third of the Gross Settlement Amount, *i.e.*, One Hundred Sixteen Thousand, Six Hundred Fifty-Five Dollars and Zero Cents (\$116,655.00), and reimbursement for litigation costs, subject to the Court finally approving this Settlement. *See* SA § 6.7. At the time the Parties negotiated the Settlement Agreement, Plaintiffs' Counsel did not have a final tally of the litigation costs incurred to date. Plaintiff's Counsel's anticipated actual litigation costs total \$13,624.86, which includes \$5,570.21 costs incurred by the Law Offices of Sean S. Vahdat & Associates, APLC, and \$8,054.65 in costs incurred by Diversity Law Group, P.C. Any portion of the requested attorneys' fees and/or costs not approved by the Court shall be added to the PAGA Payment. *See* SA § 6.7.

24. As part of the Settlement, Defendant also does not object to Plaintiffs' request for individual Service Awards in the amount of Ten Thousand Dollars (\$10,000.00). *See* SA § 6.6. Any portion of the Service Awards that is not approved by the Court shall become part of the PAGA Payment. *See* SA § 6.6.

25. Finally, the Settlement provides for the payment of the fees and expenses reasonably incurred by the Settlement Administrator. *See* SA §§ 1.14, 6.8. The Parties have agreed to utilize Phoenix Settlement Administrators to administer the settlement. *See* SA § 6.8. The administration costs are estimated to be Nine Thousand Six Hundred Dollars (\$9,600.00).

PAYMENTS TO AGGRIEVED EMPLOYEES AND THE LWDA

26. Assuming that the Court approves the Service Award Payments to each Plaintiff (\$20,000.00), attorney's fees (\$116,655.00), actual litigation costs (\$13,624.86) and the Settlement Administrator's costs (\$9,600.00), I estimate that the PAGA Payment will total \$190,120.14. Seventy-Five percent of the PAGA Payment (approximately \$142,590.10) will be paid to the LWDA for PAGA penalties. The remaining twenty-five percent (approximately \$47,530.04) will be distributed to Aggrieved Employees.

27. The Individual Settlement Payments to each Aggrieved Employee will be based on the number of pay periods in which he or she worked during the Settlement Period. *See* SA § 6.4. Based on the number of Aggrieved Employees, employees will be entitled to recover, on average, up to approximately \$40.27 each. The amount any particular Aggrieved Employee will be entitled to recover will be greater or lower than this average depending on the number of pay periods in which the employee worked during the Settlement Period, with some entitled to receive more, and others less. The Individual Settlement Payments to Aggrieved Employees shall be categorized as penalties for tax purposes. *See* SA § 6.4.

28. If any checks from the Settlement remain uncashed after 180 days, the Settlement Administrator will distribute the funds represented by the uncashed checks to the State of California Unclaimed Property Fund in the name of the Aggrieved Employee whose check went uncashed. *See* SA § 6.5.

POTENTIAL CIVIL PENALTIES

29. Due to the discretionary nature of PAGA penalties, PAGA civil penalties are difficult to evaluate. Defendant has indicated that there are 38,285 pay periods in which Aggrieved Employees worked during the Settlement Period. Assuming that Plaintiffs were to prevail on the merits of the PAGA claim, applying the standard penalty of \$100 per pay period yields \$3,828,500 in potential liability.

30. In the alternative, if the Court were to “stack” penalties, (*i.e.*, award multiple PAGA penalties for different Labor Code violations in the same pay period), the potential PAGA penalties could total as high as \$8,756,550:

Violation	Pay Periods	Extrapolated Violation Rate	PAGA Penalties
Unpaid Minimum and Overtime Wages	38,285	50%	\$1,914,250
Overtime Regular Rate Violation	22,020	50%	\$1,101,000

Violation	Pay Periods	Extrapolated Violation Rate	PAGA Penalties
Rest Period Violation	38,285	50%	\$1,914,250
Meal Period Violation	38,256	50%	\$1,912,800
Derivative Wage Statement Violation	38,285	50%	\$1,914,250
			\$8,756,550

FAIRNESS OF THE SETTLEMENT

31. The above penalty calculations assume that Plaintiffs will prevail on the merits. In order to prevail, Plaintiffs would be required at trial to provide each Aggrieved Employee experienced one or more violation(s) of the Labor Code during every pay period in the Settlement Period. However, Plaintiff's claims are contested. Furthermore, the penalty calculation also assumes that the Court would award full PAGA penalties for each pay period during the Settlement Period. However, based on the arguments set for the below, the PAGA penalties are subject to reduction.

32. **Meal/Rest Period Violation.** Plaintiffs allege that, as result of understaffing, Defendant systematically denied requisite meal and rest periods to Aggrieved Employees. In Plaintiffs' experience, the breaks of Aggrieved Employees were frequently interrupted by customers requesting access to their storage units.

33. Defendant maintains that it complied with the law, had lawful and compliant practices, and provided Aggrieved Employees with duty-free meal and rest periods. I reviewed Defendant's meal and rest period policy. The policy instructs employees to take duty-free breaks. With respect to shifts where there is only one employee on duty, the policy directs employees to close the facility for the full 30-minute meal period. Thus, according to Defendant, an adjudication of the alleged meal and rest period violation would require individualized assessments as to the circumstances of each missed, delayed or interrupted break. Defendant argues that, even if Plaintiffs were able to establish that some Aggrieved Employees experienced

1 a meal and/or rest period violation, such a claim would not be manageable.

2 34. **Overtime and Meal/Rest Period Regular Rate Violation.** Plaintiffs allege that
3 Defendant's method of calculation for payment of overtime and meal/rest period premium
4 compensation fails to accurately apply a regular rate that includes Monthly Field Incentives and
5 Gifts/Awards. Plaintiffs contend that the Monthly Field Incentives and Gifts/Awards constitute
6 non-discretionary compensation and are required for the correct regular rate of pay.

7 35. Defendant denies Plaintiffs' allegations. As an initial matter, Defendant claims
8 that the Gifts/Awards compensation was entirely discretionary. Defendant maintains that
9 individual area and location managers determined the criteria for the Gifts/Awards and the
10 amount of the payment. If true, there would be no violations from this category of payment.
11 Plaintiffs, however, contend that in their two locations the Gifts/Awards were tied to customer
12 responses to surveys and if a certain level was reached employees would automatically receive a
13 bonus. Defendant argues that the very question of whether Gifts/Awards compensation is
14 discretionary raises manageability issues.

15 36. Defendant further maintains that it incorporated the Monthly Field Incentives in
16 the regular rate of pay. Berger Consulting Group identified instances where Defendant appeared
17 to underpay overtime and meal/rest period premium compensation. Defendant, however,
18 maintains that Plaintiffs fail to take into account true-up payment made in subsequent pay
19 periods. Plaintiffs recognize that adjustments to the regular rate made in subsequent pay periods
20 can be highly technical and difficult to track. If Defendant properly adjusted overtime and
21 meal/rest period premium payments, there would be no regular rate violation based on the
22 Monthly Field Incentives payment.

23 37. **Unpaid Minimum and Overtime Wages Associated With Off-the-Clock**
24 **Work.** Plaintiffs allege that Defendant failed to pay Aggrieved Employees for all hours worked.
25 In Plaintiffs' experiences, due to staffing shortages, Aggrieved Employees were required to work
26 off-the-clock for regular, but short periods of time in functions such as obtaining the store keys
27 from a storage unit, and placing the store keys back into the storage unit after having already
28 clocked out. Plaintiffs contend that such time is compensable.

1 38. Defendant argues that the minimum wage and overtime claims are not suitable to
2 be adjudicated on a representative basis because its policies and training materials required
3 accurate recording of time and prohibited off-the-clock work. Defendant's written policy strictly
4 prohibits non-exempt employees from working off the clock for any reason. Furthermore,
5 Defendant's timekeeping system allowed individual employees to "edit" their clock entries to
6 reflect any time that was for any reason not captured by the time clock entries. As argued by
7 Defendant, any occasional off-the-clock work was a function of employee choice rather than
8 intended unpaid duties.

9 39. Defendant also argues that its liability is contingent on proof that Defendant knew
10 or should have known that off-the-clock work was occurring. Plaintiffs, however, contend that
11 supervisorial personnel knew of these pre and post clock duties and never instructed or required
12 that the clock edits be made. Nonetheless, in the absence of a uniform policy that requires off-
13 the-clock work, Defendant argues that Plaintiffs will not be able to establish the requisite
14 knowledge through common proof.

15 40. **Unpaid Business Expenses.** Plaintiffs allege that Aggrieved Employees incurred
16 expenses while performing reasonable and necessary work-related duties. Plaintiffs maintain that
17 Aggrieved Employees were regularly required to drive their private vehicles to make bank
18 deposits and use their personal cell phones when out of the office but on the property and were
19 not reimbursed for those costs.

20 41. Defendant, however, responds that its mandatory written policy instructed
21 Aggrieved Employees to submit any expenses made necessary by work duties. Defendant further
22 contends that the law does not require an employer to be responsible for expenses it does not
23 know about. Defendant also argues that the reimbursement claims is unmanageable because not
24 all employees were required to make bank deposits and/or use a personal cell phone for work-
25 related purposes.

26 42. **Failure to Provide Accurate Wage Statements.** Plaintiffs allege a derivative
27 wage statement violation. As a result of the alleged underpayment and/or non-payment of wages
28 to Aggrieved Employees, Plaintiffs contend that the wage statements omit information required

1 by Labor Code 226, including all applicable hourly rates and the total hours worked. As argued
2 by Defendant, Plaintiffs' derivative wage statement violation is vulnerable to a motion for
3 summary judgment based on the weaknesses of the underlying primary claims.

4 43. In negotiating the amount of the settlement, I took into account the strengths and
5 weaknesses of each alleged violation and the inherent uncertainty in the potential recovery in a
6 PAGA action. By statute, the Court can decline to award the full amount of PAGA penalties
7 where "...if, based on the facts and circumstances of the particular case, to do otherwise, would
8 result in an award that is unjust, arbitrary and oppressive, or confiscatory." *See* Cal. Labor Code
9 § 2699(e)(2). Assuming that Plaintiffs prevailed on liability, under the facts of this case, I
10 appreciate the substantial risk that Defendant could present a persuasive argument to reduce the
11 amount of PAGA penalties at trial.

12 44. In this case, Defendant asserted that a substantial reduction in potential PAGA
13 penalties was warranted because: (1) even assuming that Plaintiffs could establish the predicate
14 violations, the alleged violations were inadvertent; and (2) Aggrieved Employees did not suffer
15 substantial economic harm as a result of the alleged violations of Labor Code. Thus, Defendant
16 contends that no PAGA penalties were needed to punish or deter Defendant for its inadvertent
17 behavior, much less to deter it from committing any future violations that were completely
18 foreclosed by its new payroll practices.

19 45. I am also aware that Courts routinely award far less than the statutory maximum
20 amount of civil penalties, even where an underlying violation of the Labor Code is found. As
21 shown in the Court of Appeal's decision in *Carrington v. Starbucks Corp.*, while the plaintiff
22 prevailed on his PAGA claim at trial, the trial court reduced the maximum PAGA penalty
23 amount by 90%, citing the employer's good faith attempt at complying with the law. 30 Cal.
24 App. 5th 504, 517 (2018). Upon review, the Court of Appeal found such reduction to be proper.
25 *Id.* at 539; *see O'Connor v. Uber Technologies, Inc.*, 201 F.Supp.3d 1110, 1133 (N.D. Cal.,
26 2016). Thus, assuming that the Court uses *Carrington* as a benchmark and assesses PAGA
27 penalties of approximately 10% of \$3,828,500, a more realistic estimate of the maximum PAGA
28 penalties at issue is \$382,850. If the Court permits "stacking" of the PAGA penalties, a 90%

1 reduction of the penalties amounts to \$875,655.

2 46. Assuming that the Court applies the standard penalty of \$100 per pay period
3 (\$3,828,500), the Gross Settlement Amount (\$350,000.00) amounts to approximately 9.14% of
4 the total estimated liability. Settlement for this reduced value allows for the distribution of
5 penalties in an amount which accounts for the risk of continued litigation, and Defendant's likely
6 arguments that higher penalties would have been confiscatory.

7 47. Even though I strongly believe that Plaintiffs can prevail at trial, given
8 Defendant's potential defenses to the alleged violations at issue, the risks and costs of continued
9 litigation, I believe that the Settlement is fair and reasonable. After taking into account sharply
10 disputed factual and legal issues involved in this litigation, the merits of Defendant's potential
11 defenses, and the significant delay and potential appellate issues inherent to litigation, I have
12 concluded that settlement on the terms set forth in the Settlement Agreement is appropriate and
13 in the best interests of Plaintiffs and the Aggrieved Employees.

14 **ATTORNEY EXPERIENCE**

15 48. Diversity Law Group has a great deal of experience in wage and hour class action
16 litigation and has been approved as class counsel in a number of class actions.

17 49. My qualifications are as follows: I was the 2003 recipient of the Spelman
18 Presidential Scholarship to Emory University School of Law. During law school, I was a summer
19 associate at the law firm of Sonnenschein, Nath and Rosenthal, and clerked with the Atlanta
20 office of the Equal Employment Opportunity Commission. I received my J.D. from Emory
21 University in 2006 and was admitted to the California Bar in December 2006. Following law
22 school, I was an associate at Sonnenschein from September 2006 to May 2009.

23 50. Since 2009, my primary area of practice has been employment litigation. I have
24 practiced law at two preeminent employment defense firms. From May 2009 to June 2011, I was
25 an associate at Ogletree, Deakins, Nash, Smoak & Stewart, P.C. I was also an associate, and then
26 senior associate, in the labor and employment practice group of Seyfarth Shaw, LLP from June
27 2011 to May 2016. At both Ogletree and Seyfarth, I represented a wide array of fortune 500
28 companies in employment litigation in both state and federal courts, as well as before

1 government agencies, including the California Department of Labor. My practice included the
2 defense of single plaintiff and multi-plaintiff lawsuits involving claims under the California Fair
3 Employment and Housing Act, the California Labor Code and the Fair Labor Standards Act. I
4 also handled a number of wage and hour class actions.

5 51. While at Ogletree and Seyfarth, I served as the lead associate on a number of
6 wage and hour class actions, including *Martha Cardenas v. Gold's Gym*, Los Angeles County
7 Superior Court Case No. BC445112; *Nathaniel Werner v. Crown Equipment Corporation*, Los
8 Angeles County Superior Court Case No. BC439428; *Christopher Williams v. Allstate Insurance*
9 *Co.*, Los Angeles County Superior Court Case No. BC382577; *Hwang v. Caltech*, Los Angeles
10 County Superior Court Case No. BC464894; *Melissa Roberts v. Zale Delaware, Inc.*, Los
11 Angeles Superior Court Case No. BC523610; *Michael Oliver v. Konica Minolta Business*
12 *Solutions U.S.A., Inc.*, Santa Clara County Superior Court Case No. 114-CV-263183; *Tessa*
13 *Hodge v. Zale Delaware, Inc., d/b/a Piercing Pagoda*, San Bernardino Superior Court Case No
14 CIVVS1301632; *Warren v. Paychex, Inc.*, N.D. Cal. Case No. 3:10-cv-02006; *Tapia v. Zale*
15 *Delaware Inc. et al*, S.D. Cal. Case No. 3:13-cv-01565; and *Benjamin Burgess et al v. Tesoro*
16 *Refining and Marketing Company et al*, C.D. Cal. Case No. 2:10-cv-05870.

17 52. In June 2016, I joined Diversity Law Group, P.C. where I spend most of my time
18 handling employment cases. I primarily represent employees.

19 53. I have been approved as class counsel in numerous other wage/hour class actions
20 that have been granted class certification and final approval, including: *Antonio Becerra-Mata v.*
21 *PSC Industrial Outsourcing, LP*, San Benito County Superior Court Case No. CU-15-00030;
22 *Kosal So v. Owens-Brockway Glass Container, Inc.*, Los Angeles County Superior Court Case
23 No. BC608609; *Sarah Rodriguez v. Manpower, Inc.*, Santa Clara County Superior Court Case
24 No. 1-16-CV-294904; *Shannon Sanchez v. American Para Professional Systems, Inc.*, Santa
25 Clara County Superior Court Case No. 17CV306751; *Foaad Hanna v. Equinix, LLC*, Santa Clara
26 County Superior Court Case No. 18CV339365; *Alicia Harris v. 24 Seven LLC*, Los Angeles
27 County Superior Court Case No. BC720144; *Mary Della Maggiora v. Watsonville Community*
28 *Hospital*, Santa Cruz Superior Court Case No. 18CV00191; *Michael Randolph v. Pacific Racing*

1 *Association*, Alameda County Superior Court Case No. RG18908139; *Cody Wirbick v. Sundt*
2 *Construction, Inc.*, U.S. District Court for the Eastern District of California Case No. 2:19-cv-
3 02067-MCE-CKD; *Jose Vasquez Ruiz v. Perdue Foods, LLC*, Sonoma County Superior Court
4 Case No. SCV 264649; *Delmer Wood III v. Reeve Trucking Company Inc.*, San Joaquin
5 Superior Court Case No. STK-CV-UOE-2018-0004414; *Eric Chavez v. Converse, Inc.*, U.S.
6 District Court for the Northern District of California Case No. 15-cv-03746-NC; *Jharett Siron v.*
7 *Raypak, Inc.*, Ventura County Superior Court Case No. 56-2019-00527959-CU-OE-VTA;
8 *Prexxie Pascual and Arturo Fonseca v. Satellite Healthcare, Inc.*, Santa Clara Superior Court
9 Case No. 19CV345211; and *Markham v. Quik Stop Markets, Inc.*, Santa Clara Superior Court
10 Case No. 19CV341582.

11 54. I have second chaired two jury trials where I represented the prevailing defendant.
12 Both cases involved employees who brought claims against their former employers pursuant to
13 the Fair Employment & Housing Act. The cases are: *Jeff Cowell v. Eaton Aerospace LLC et al*,
14 Los Angeles County Superior Court Case No. BC401543; and *Richard Gulden v. Pratt &*
15 *Whitney Rocketdyne Inc. et al.*, Los Angeles County Superior Court Case No. BC468909. More
16 recently, I was lead trial counsel on a PAGA bench trial, in which the plaintiff was the prevailing
17 party.

18 **ATTORNEYS' FEES AND LITIGATION COSTS**

19 55. To date, I have incurred approximately 74.60 hours in connection with the
20 litigation of this lawsuit. Attached hereto as **Exhibit C** is a summary of the hours I have incurred
21 to date. I expect to spend additional time finalizing this settlement, including preparing for the
22 approval hearing, reviewing data provided by Defendant to Settlement Administrator, conferring
23 with Settlement Administrator regarding distribution of Individual Settlement Payments to
24 Aggrieved Employees, and fielding phone calls regarding inquiries about the Settlement.

25 56. As of January 1, 2024, my hourly rate in class and representative actions is \$800.
26 Accordingly, the total lodestar for my hours will be approximately \$59,680 (74.60 hours x \$800).
27 I was approved at an hourly rate of \$800 in the matter of *Robert Jordan v. Mondelez Global*
28 *LLC*, San Bernardino Superior Court Case No. CIVSB2202758. Prior to this, I had been

approved at an hourly rate of \$700.00 by various Courts, in a number of matters, including:
Foaad Hanna v. Equinix, LLC, Santa Clara County Superior Court Case No. 18CV339365;
Alicia Harris v. 24 Seven LLC, Los Angeles County Superior Court Case No. BC720144; *Mary Della Maggiora v. Watsonville Community Hospital*, Santa Cruz Superior Court Case No. 18CV00191; *Michael Randolph v. Pacific Racing Association*, Alameda County Superior Court Case No. RG18908139; *Gutierrez v. Spa Havens, LP*, San Diego Superior Court Case No. 37-2019-00057065-CU-OE-NC; *Cruzado v. Ontario T, Inc.*, San Bernardino Superior Court Case No. CIVSB2027249; *Ray v. C&W Facility Services, Inc.*, San Bernardino Superior Court Case No. CIVSB2101321; *Alvarez v. Forterra Building Products*, San Diego Superior Court Case No. 37-2020-00018179-CU-OE-CTL; *Dunn v. Universal Plant Services of California, Inc.*, Solano County Superior Court Case No. FCS056134, *Pulido v. Georgia-Pacific Corrugated III LLC*, Fresno Superior Court Case No. 18CECG00265; *In re: FPI Management Wage and Hour Cases*, Los Angeles Superior Court Case No. JCCP5050; *Delgado v. Kloeckner Metals Corporation*, Los Angeles Superior Court Case No. 20STCV22503; *Jackson v. Samuel, Son & Co. (USA) Inc.*, Riverside County Superior Court Case No. CVRI2101679, *Blanton v. Communications Test Design, Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-0005136; *Diaz v. Acuity Brands Lighting, Inc.*, San Bernardino Superior Court Case No. CIVDS2015583; *Flournoy v. Partners Personnel – Management Services, LLC*, Riverside County Superior Court Case No. CVRI2102372; *Idian v. VHSD ES INC.*, San Diego Superior Court Case No. 37-2019-00018927-CU-OE-CTL; *Miller v. Stanbridge University*, Orange County Superior Court Case No. 30-2021-01206298-CU-OE-CXC; *Romano v. SSA Terminals, LLC*, Los Angeles Superior Court Case No. 20STCV29048; *Wise v. Le Petite Academy, Inc.*, San Joaquin Superior Court Case No., STK-CV-UOE-2021-10561; *Chambers v. SOMACIS, Inc.*, San Diego Superior Court Case No. 37-2021-00033445-CU-OE-CTL; *Johnson v. FS Palo Alto Employment, Inc.*, Santa Clara Superior Court Case No. 21CV389927; *Rodriguez v. U.S. Bank National Association*, Los Angeles Superior Court Case No. BC617356; *Moss v. Sares Regis Operating Company, L.P.*, Orange County Superior Court Case No. 30-2021-01201041-CU-OE-CXC; and *Rodriguez v. City National Bank*, Los Angeles Superior Court Case No. 20STCV29761.

57. At the time the Parties negotiated the Settlement Agreement, I did not have a final tally of the litigation costs incurred to date. As such, the Parties included a maximum amount that could be attributed to costs under the settlement. To date, Diversity Law Group has incurred costs in the amount of \$8,054.65 for litigation related expenses. Attached hereto as **Exhibit D** is a true and correct copy of the cost report. Taking into account the \$5,570.21 in costs incurred by co-counsel, Plaintiffs; Counsel's anticipated actual litigation costs total \$13,624.86.

NOTICE TO LWDA

58. Concurrent with the filing of the Motion to Approve PAGA Settlement, my office uploaded the Motion, Settlement Agreement, and proposed order to the LWDA's website. Attached hereto as **Exhibit E** is a true and correct copy of proof of submission of the settlement documents to the LWDA's website. In addition, my office shall submit to the LWDA a copy of the Court's judgment and order approving the Settlement Agreement within ten (10) days after entry of judgment or order.

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

Executed on this 6th day of March 2024, at Los Angeles, California.

Kristen M. Agnew

EXHIBIT A

RACHEL QUIJADA
c/o DIVERSITY LAW GROUP, P.C.
515 S. FIGUEROA ST., SUITE 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
FACSIMILE (213) 488-6554

June 17, 2021

VIA ON-LINE FILING AND CERTIFIED MAIL TO EMPLOYER

California Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: *Quijada v. Extra Space Management, Inc.*

To Whom It May Concern:

This correspondence shall constitute written notice under Labor Code section 2699.3 of my claims against my former employer, Extra Space Management, Inc. (the "Company"). Specifically, I allege that the Company:

1. Violated Labor Code §§ 510, 558, and 1194 by failing to correctly calculate the regular rate of pay for purposes of paying overtime wages to myself and other non-exempt employees by not properly calculating all non-discretionary remuneration into the regular rate of pay, including, but not limited to, "Gifts/Awards" and/or "Monthly Field Incentives." Therefore, the Company owes me and other employees additional overtime wages based on the correct regular rate of pay. Further as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their wages upon separation of employment due to the underpaid overtime wages and Labor Code § 226(a) as the overtime wage rates, and net/gross wages earned shown on the wage statements were inaccurate due to the overtime violations set forth above.

2. Violated Labor Code §§ 226.7 and 512 by not authorizing and permitting proper duty-free rest and meal periods. Specifically, due to a lack of staffing, I and other aggrieved employees were routinely denied our meal and rest breaks when we were supposed to take such breaks. Rather, because there was no one to take over our shifts to allow us to go on our breaks, we were required to continue working. Further as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their premiums upon separation of employment and Labor Code § 226(a) as the total hours worked and net/gross wages earned shown on the wage statements were inaccurate due to the meal and rest break violations set forth above.

The address for the Company is:

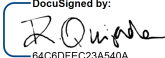
Extra Space Management, Inc.
2795 E. Cottonwood Pkwy
Suite 300
Salt Lake City, UT 84121

June 17, 2021

Page 2

Please contact my attorneys at the address/telephone number listed above if you have any questions regarding this matter.

Sincerely,

DocuSigned by:

64C6DFFC23A540A...
Rachel Quijada

cc: Extra Space Management, Inc. (by certified mail)

RACHEL QUIJADA
c/o DIVERSITY LAW GROUP, P.C.
515 S. FIGUEROA ST., SUITE 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
FACSIMILE (213) 488-6554

August 13, 2021

VIA ON-LINE FILING AND CERTIFIED MAIL TO EMPLOYER

California Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: *Quijada v. Extra Space Management, Inc.*

To Whom It May Concern:

This correspondence shall constitute as my amendment to my written notice under Labor Code section 2699.3 of the claims asserted on behalf of myself and all similarly situated aggrieved employees against my former employer, Extra Space Management, Inc. (the "Company"), filed on June 21, 2021. In addition to the violations alleged on June 21, 2021, I allege, on behalf of myself and all similarly situated aggrieved employees against the Company as follows:

1. Violated Labor Code §226.7 by failing to pay meal and rest break premium wages at the regular rate of pay. Specifically, whenever meal and rest break premium wages were paid to me and other similarly situated aggrieved employees, the meal and rest break premium wages were paid at our base hourly rate of pay, which did not include the non-discretionary incentive wages/bonuses that we received during the same period. Thus, the meal and rest break premium wages were not paid at the regular rate of pay.

2. Violated Labor Code § 226(a) by not providing accurate and complete itemized wage statements to myself and other similarly aggrieved employees. Specifically, whenever meal and rest break premium wages were paid during the same period as non-discretionary incentive wages/bonuses were earned, the wage statements failed to identify the accurate rates of pay for such meal and rest premium wages, as well as failed to identify the accurate gross and net wages earned.

3. Violated Labor Code §§ 201-203 for waiting time penalties based on the Company's failure to pay meal and rest break premiums at the regular rate of pay. Specifically, whenever meal and rest break premiums were paid during the same period that non-discretionary incentive wages/bonuses were earned, the Company failed to pay all wages due. Such underpaid wages were not paid at the time of the employee's separation of employment with the Company. Thus, the Company violated Labor Code §§ 201-203.

August 13, 2021

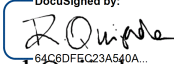
Page 2

The address for the Company is as follows:

Extra Space Management, Inc.
2795 E. Cottonwood Pkwy
Suite 300
Salt Lake City, UT 84121

Please contact my attorneys at the address/telephone number listed above if you have any questions regarding this matter.

Sincerely,

DocuSigned by:

64C6DFEC23A540A...
Rachel Quijada

cc: Extra Space Management, Inc. (by certified mail)

EXHIBIT B

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT

This Private Attorneys General Act Settlement Agreement and Release (the “Agreement”) is made by and between Rachel Quijada (“Quijada”) and Sasan Azar (“Azar”) (collectively, “Plaintiffs”), on behalf of themselves and each of the other alleged “Aggrieved Employees,” as defined herein, on the one hand, and Extra Space Management, Inc. (“Extra Space”). Through this Agreement, Plaintiffs hereby resolve the matter Quijada initiated in Santa Clara Superior Court entitled Rachel Quijada v. Extra Space Management, Inc., Santa Clara County Superior Court Case No. 21CV385899 (“Quijada Action”) and the matter Azar initiated in Orange County Superior Court entitled Sasan Azar v. Extra Space Storage, Inc., Orange County Superior Court Case No. 30-2021-01223381-CU-OE-CXC (“Azar Action”) (collectively referred to herein as the “Actions”).

1. DEFINED TERMS

In addition to the defined terms referenced above, as used herein, the following terms are defined as:

1.1 The term “Aggrieved Employees” means all current and former hourly, non-employees who work or who have worked for Extra Space in the State of California at any time during the Settlement Period.

1.2 The term “Quijada Complaint” means the operative complaint, as amended, in the Quijada Action filed by Quijada in Santa Clara County on or about August 17, 2021.

1.3 The term “Azar Complaint” means the operative complaint in the Azar Action filed by Azar in Orange County on or about September 30, 2021.

1.4 The term “Attorneys’ Fees and Cost Award” means the amount authorized by the Court to be paid to Plaintiffs’ Counsel for the services they have rendered and expenses they have incurred in prosecuting the Actions.

1.5 The term “Court” as used herein means the Superior Court of Santa Clara County.

1.6 The term “Effective Date” will be the last to occur of the following: (a) the 61st day after service of notice of entry of the order granting approval of the Settlement; or (b) if an appeal, review or writ is sought from the order, the day after the order is affirmed or the appeal, review or writ is dismissed or denied, and the order is no longer subject to further judicial review.

1.7 The term “Gross Settlement Amount” means an amount not to exceed Three Hundred Fifty Thousand Dollars (\$350,000.00) that will be paid by Extra Space into the Qualified Settlement Fund to settle the Actions. The Gross Settlement Amount includes all Individual Settlement Payments, the Attorneys’ Fees and Cost Award, the Settlement Administration Costs, Service Awards, and payment to Labor and Workforce Development Agency (“LWDA”).

1.8 The term “Individual Settlement Payment” means the amount to be paid to an Aggrieved Employee pursuant to Section 6 of this Agreement.

1.9 The term “Net Settlement Amount” means the funds from the Gross Settlement Amount available to be distributed to Aggrieved Employees under this Agreement after payment of the Attorneys’ Fees and Cost Award, the Settlement Administration Costs, the Service Award, and the portion of the PAGA Payment made to the LWDA.

1.10 The term “PAGA Payment” means the net amount to be paid by the Settlement Administrator to the LWDA and Aggrieved Employees after deduction of Settlement Administration Costs, Service Awards, and the Attorneys’ Fees and Costs Award from the Gross Settlement Amount, in full satisfaction of the Released Claims as defined below. This PAGA Payment is made pursuant to Labor Code §2699(i).

1.11 The term “Pay Periods” means the number of pay periods worked by the Aggrieved Employees during the Settlement Period.

1.12 The term “Plaintiffs’ Counsel” means Diversity Law Group, P.C. and Law Office of Sean S. Vahdat & Associates, APLC.

1.13 “Qualified Settlement Fund” shall be the fund established and administered by the Settlement Administrator pursuant to Internal Revenue Code Section 1.468B-1 in connection with the Settlement.

1.14 The term “Service Award(s)” means the amount the Court authorizes to be paid to Quijada and Azar, not to exceed \$10,000 individually for each.

1.15 The term “Settlement” means the settlement described in this Agreement.

1.16 The term “Settlement Administration Costs” means all Settlement Administrator fees and costs incurred in administering the Settlement.

1.17 The term “Settlement Administrator” means Phoenix Settlement Administrators, the firm that the Parties mutually agree shall be responsible for the administration of the Settlement, pursuant to the terms of this Agreement.

1.18 The term “Settlement Period” means the following time period: June 13, 2020 through July 19, 2023.

1.19 The term “Quijada Arbitration Action” means Quijada’s individual claims and individual PAGA claim pending in arbitration with JAMS, Ref. No. 5100000741.

1.20 The term “Azar Arbitration Action” means Azar’s individual claims and individual PAGA claims pending in arbitration with JAMS, Ref. No. 5200000721.

1.21 The term “PAGA Letters” means Quijada’s letters submitted to the Labor and Workforce Development Agency dated June 17, 2021 and August 13, 2021, as well as Azar’s letters submitted to the Labor and Workforce Development Agency dated July 7, 2021 and January 6, 2022.

2. SCOPE, PURPOSE, AND BENEFITS OF THE SETTLEMENT

2.1 As detailed below, this Agreement establishes a procedure to resolve the Actions. The Parties believe that continued litigation would be protracted, expensive, uncertain, and contrary to their best interests. In light of these realities, the Parties believe that this Settlement is the best way to resolve the disputes between them.

2.2 The Parties believe this Agreement constitutes a fair, adequate, and reasonable settlement of the Actions and have arrived at this Agreement in arms-length negotiations, following mediation before a retired superior court judge, the Hon. Steven R. Denton (Ret.), taking into account all relevant factors, present and potential, and will so represent to the Court. This Settlement was reached after extensive informal discovery and negotiations. In addition, the Parties have conducted significant investigation of the facts and law during the prosecution of this Actions. The Parties have also investigated the applicable law as applied to the facts discovered regarding the alleged claims of Plaintiffs and potential defenses thereto, and the civil penalties claimed by Plaintiffs.

3. JURISDICTION

The Court has jurisdiction over the Parties and the subject matter of this dispute. The Actions include claims that, while Extra Space denies them in their entirety, would, if proven, authorize the Court to grant relief pursuant to the California laws cited therein. If the Settlement is approved, the Court will retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

4. STATEMENT OF NO ADMISSION

4.1 The Parties agree that this Agreement reflects their good faith compromise of the claims raised in the Actions, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel. This Agreement does not constitute, is not intended to constitute, and will not be deemed to constitute, an admission of liability by Extra Space as to the merits, validity, or accuracy of any of the allegations or claims made against it in the Actions.

4.2 Neither this Agreement, nor any action taken or made in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the negotiations leading to the Agreement, is intended by the Parties (nor will any of the foregoing constitute, be introduced, be used or be admissible in any

way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding) as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, the Agreement may be used in any proceeding that has as its purpose the interpretation, implementation, or enforcement of the Agreement or any orders or judgments of the Court entered into in connection therewith.

4.3 Evidence produced or created by the Parties in connection with the Settlement procedure do not constitute, are not intended to constitute, and will not be deemed to constitute, an admission by Extra Space of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.

4.4 In the event that this Settlement is not approved by the Court, is terminated, or otherwise fails to be enforceable, Extra Space will not be deemed to have waived, limited, or affected in any way any of its objections or defenses in the Actions.

5. WAIVER, RELEASE, AND DISMISSAL

5.1 Release and Waiver of Claims by Aggrieved Employees. Upon funding of the Gross Settlement Amount, all Aggrieved Employees, including Plaintiffs, and their successors, assigns, and/or agents, and the LWDA, shall be deemed to have fully and finally released and discharge Extra Space and each of its past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns, and each of them (collectively, the “Released Parties”), from the “Released Claims.” For purposes of this Agreement, the “Released Claims” are defined as 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.

5.2 Plaintiffs' Release. Upon funding of the Gross Settlement Amount, Plaintiffs fully and finally release the Released Parties, from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to their employment with Extra Space and compensation while an employee of Extra Space ("Plaintiffs' Released Claims"). Plaintiffs' Released Claims include, but are not limited to, all claims arising from or reasonably related to the Action, whether pleaded or not pleaded. Plaintiffs' Released Claims also include all claims for failure to pay all wages due, including minimum wages, overtime wages and regular wages; off-the-clock work; failure to pay overtime compensation at the regular rate of pay; split shift premiums; the calculation of the regular rate of pay; failure to provide meal and/or rest periods; failure to pay proper meal or rest period penalties; failure to keep accurate time records; failure to provide and maintain accurate itemized wage statements; failure to keep accurate employee payroll records; failure to timely pay wages during employment; failure to timely pay wages at separation of employment; waiting-time penalties; reimbursement of business expenses; and claims arising under or based upon the alleged violations of California Labor Code (including, but not limited to, sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 256, 450, 510, 511, 512, 516, 550, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 2802, 2698 *et seq.*, and 2699 *et seq.*); all claims arising under: the Wage Orders of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004 ("PAGA"); California Business and Professions Code section 17200, *et seq.*; the California Civil Code, to include but not limited to, sections 3287, 3336 and 3294; 8 CCR § 11010; 8 CCR § 11040; California Code of Civil Procedure § 1021.5; the California common law of contract; the FLSA, 29 U.S.C. § 201, *et seq.*; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. § 1001, *et seq.* ("ERISA"). Plaintiffs' Released Claims also include all claims for lost wages and benefits, emotional distress, retaliation, discrimination, harassment, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and Housing Act; and the law of contract and tort. This release excludes the release of claims not permitted by law.

Plaintiffs' Released Claims include all claims, whether known or unknown. Even if Plaintiffs discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of Plaintiffs' Released Claims, those claims will remain released and forever barred. Thus, Plaintiffs expressly waive and relinquish the provisions, rights and benefits of Section 1542 of the California Civil Code, which reads: **"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."**

Furthermore, this Agreement constitutes a knowing and voluntary waiver of any and all rights or claims that Plaintiffs have or may have under the Federal Age Discrimination In Employment Act, as amended by the Older Workers' Benefit Protection Act of 1990, 29 U.S.C. §§ 621 *et seq.* This paragraph and this Agreement are written in a manner calculated to be understood by Plaintiffs. Plaintiffs are hereby advised in writing to consult with an attorney before signing this

Agreement. Plaintiffs have had a reasonable time of up to 21 days in which to consider signing this Agreement. If Plaintiffs decide not to use all 21 days, Plaintiffs knowingly and voluntarily waive any claims that Plaintiffs were not given the 21-day period or did not use the entire 21 days to consider this Agreement. Plaintiffs may revoke this Agreement at any time within the 7-day period following the date Plaintiffs sign this Agreement by providing written notice of revocation to Extra Space's counsel of record. The Agreement shall not become effective or enforceable until after this 7-day revocation period has expired. If Plaintiffs revoke the Agreement, Plaintiffs will not receive the consideration set forth in the Agreement.

6. COMPUTATION AND DISTRIBUTION OF PAYMENTS

6.1 Gross Settlement Amount. The Gross Settlement Amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) is on an all-in, non-reversionary basis to settle the Actions and to resolve all Released Claims, penalties, attorneys' fees, costs, administrative fees, and interest in connection with the Actions. In no event shall Extra Space be liable for more than Three Hundred Fifty Thousand Dollars (\$350,000.00) as a result of this Settlement, and any of the attorneys' fees, costs, administrative fees, penalties, and sums specified in this Agreement shall be paid from this amount, except as otherwise noted in this Agreement. This Gross Settlement Amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) been agreed to by Plaintiffs and Extra Space. It is expressly understood that if the Court awards less than the total amounts requested by Plaintiffs' Counsel to be awarded for attorneys' fees and costs and/or service awards requested by Plaintiffs, the difference in any such amounts will be included in the PAGA Payment.

The Gross Settlement Amount was calculated with, and is premised on, Extra Space's representation that there were approximately 38,285 pay periods in which Aggrieved Employees worked at least one shift during for the period of June 13, 2020 to March 26, 2023. In the event the number of pay periods at issue exceeds 38,285 by more than ten percent (*i.e.*, 42,114) as of the date that the Court enters an order approving the Settlement, Defendant, at its discretion, agrees to elect one of two possible options: (a) the first option is to increase the Gross Settlement Fund on a pro rata basis according to the number of additional compensable pay periods over 42,114 pay periods; or (b) the second option is that Defendant may elect to close the Settlement Period before the date the pay periods exceed the 42,114 pay period limit. It is in Defendant's sole discretion whether to choose option (a) or (b) as set forth herein.

6.2 Deposit of the Gross Settlement Amount into the Qualified Settlement Fund. Not later than thirty (30) days following the Effective Date, Extra Space shall deposit the Gross Settlement Amount into the Qualified Settlement Fund. At no time will Extra Space have any obligation to make that deposit or otherwise fund the Settlement, in whole or in part, until after the Effective Date. All payments that that are required to be made pursuant to the Agreement shall be made from the Qualified Settlement Fund.

6.4 Distribution Formula. The Settlement Administrator shall distribute the PAGA Payment to the LWDA and Aggrieved Employees as described in this Section 6.4.

Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Payment will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) will be paid to all Aggrieved Employees.

The net amount of the Aggrieved Employees' share of the PAGA Payment shall be paid pro rata to all Aggrieved Employees based on the number of Pay Periods worked.

No Aggrieved Employee shall be required to file a claim in order to receive such payment.

For tax purposes, all Individual Settlement Payments will constitute penalties and will be reported on an IRS Form-1099, which the Settlement Administrator will provide to Aggrieved Employees if necessary, as required by law. No person or entity shall have any claim against Extra Space, Extra Space's counsel, Quijada, Azar, any Aggrieved Employees, Plaintiffs' Counsel, or the Settlement Administrator based upon distributions and payments made in accordance with this Agreement.

6.5 Distribution to the Aggrieved Employees. Individual Settlement Payments shall be paid out of the Net Settlement Amount pursuant to the Distribution Formula set forth in Section 6.4 of this Agreement.

Not later than thirty (30) days following the Effective Date, Extra Space shall send a list of all Aggrieved Employees to the Settlement Administrator containing: (1) name; (2) last known home address; (3) number of pay periods worked as an Aggrieved Employee during the Settlement Period; and (4) social security number. This shall be known as the "Group List." Extra Space shall transmit the Group List in Excel or similar format or other method as agreed to by the Parties in good faith as technology requires to transmit the data.

Not later than three (3) business days following receipt of the Group List, the Settlement Administrator shall email the Parties confirming receipt of the Group List and stating the number of Aggrieved Employees and the number of Pay Periods included therein.

Not later than ten (10) days following receipt of the Group List, the Settlement Administrator shall cross-reference all the addresses provided in the Group List with the United States Postal Service NCOA database (which provides updated addresses for any individual who has moved in the previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain current address information.

Not later than fifteen (15) days following receipt of the Gross Settlement Amount from Extra Space, the Settlement Administrator shall make the following payments from those proceeds: (1) the Individual Settlement Payments; (2) the Service Awards (which shall be delivered to Plaintiffs' Counsel); (3) the Attorneys' Fees and Cost Award; (4) the portion of the PAGA Payment to the LWDA; and (5) payment to the Settlement Administrator for administration of the Settlement.

The Settlement Administrator shall mail via U.S. First Class mail each Individual Settlement Payment to each Aggrieved Employee's last known address with directions to the Postmaster to deliver the checks to any applicable forwarding address and to return all undeliverable checks to the Settlement Administrator. The date of the initial mailing of the check shall be conclusively determined according to the records of the Settlement Administrator.

A letter substantially in the form of Exhibit "A" hereto will be included in the mailing of each Aggrieved Employee's Individual Settlement Payment.

Individual Settlement Payments shall remain valid and negotiable for one hundred eighty (180) calendar days from the date of their issuance. If there are uncashed checks following this period, the uncashed funds shall escheat to the State of California Unclaimed Property Fund in the name of the Aggrieved Employee whose check went uncashed.

The Settlement Administrator's determination of eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement, shall be conclusive, final, and binding on all Aggrieved Employees, including Ducote.

6.6 Service Award Payments. Quijada and Azar will request, and Extra Space will not oppose, a Service Award not to exceed Ten Thousand Dollars (\$10,000.00) to each of them for their time and effort in bringing and prosecuting the Actions. The Parties agree that a decision by the Court to award Plaintiffs an amount less than the amount stated above shall not be a basis for Plaintiffs' Counsel to void this Agreement. The Settlement Administrator shall issue a Form 1099 for the Service Awards. Any amounts awarded for a Service Award to Quijada or Azar less than the amount listed above will result in the non-awarded funds being part of the PAGA Payment. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on their respective payment and shall hold harmless the Released Parties from any claim or liability for taxes, penalties or interest arising as a result of the payment.

Extra Space makes no representations as to the tax treatment or legal effect of the payments called for herein, and Plaintiffs are not relying on any statement or representation by Extra Space in this regard. Plaintiffs understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payment described herein.

6.7 Attorneys' Fees and Costs. Plaintiffs' Counsel shall request, and Extra Space will not oppose, an award of attorneys' fees of up to 33.33% or One Hundred Sixteen Thousand, Six Hundred Fifty-Five Dollars (\$116,655.00) of the Gross Settlement Amount, and costs subject to court approval. Plaintiffs' Counsel shall be entitled to reimbursement for all actual costs incurred as approved by the Court. The Attorneys' Fees and Cost Award shall be binding on the Parties and shall not otherwise affect the validity of the Settlement. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs' Counsel reflecting the awarded attorneys' fees, costs and expenses. Should Plaintiffs and/or Plaintiffs' Counsel request a lesser amount for attorneys' fees than stated above and/or the Court approve a lesser amount, the difference shall be added to the PAGA Payment. In consideration of the Attorneys' Fees and Cost Award, Plaintiffs' Counsel waive all claims to any further attorneys' fees and expenses in connection with the litigation of the Actions. Plaintiffs, Plaintiffs' Counsel, and Aggrieved

Employees shall assume full responsibility and liability for the payment of taxes due on such awards.

The Attorney's Fees and Cost Award shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney, or law firm for attorneys' fees, costs or expenses in the Actions incurred by any attorney on behalf of Plaintiffs and the Aggrieved Employees, and shall relieve the Released Parties and the Settlement Administrator of any other claims or liability to any other attorney or law firm for any attorneys' fees, costs and expenses to which any of them may claim to be entitled on behalf of Plaintiffs and/or the Aggrieved Employees.

6.8 Settlement Administrator. The Settlement Administrator will be paid reasonable claims administration expenses, in an amount not to exceed \$10,000.00 (Ten Thousand Dollars and Zero Cents), subject to court approval. Any amount not awarded for costs of administration to the Settlement Administrator will result in the non-awarded amount being made part of the PAGA Payment. A Form 1099 shall be issued to the Settlement Administrator.

The Settlement Administrator shall calculate the portion of the PAGA Payment to be paid to the LWDA and the Individual Settlement Payments to be paid to the Aggrieved Employees in accordance with the terms and provisions of this Agreement; pay any applicable state and/or federal taxes; make payment to the LWDA and mail the Individual Settlement Payment checks to the Aggrieved Employees along with the letter substantially in the form of Exhibit "A," attached hereto; resolve any disputes regarding the calculation or application of the formula for determining the Individual Settlement Payments; issue 1099 forms; calculate and disburse any Attorneys' Fees and Cost Award, Service Awards, and/or applicable taxes from the Gross Settlement Amount; and perform such other tasks necessary to effectuate the terms of this Agreement or as the Parties mutually agree or the Court orders the Parties to perform.

Any disputes relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the Court.

7. INTEREST

7.1 The Gross Settlement Amount includes any and all interest accruals and no additional interest shall be due under any circumstances.

8. TAXATION

8.1 Plaintiffs and, through Plaintiffs' Counsel, Aggrieved Employees represent and warrant that they understand that it is their sole obligation to pay appropriate federal, state, and local income taxes on any amounts they receive under this Agreement that lawfully qualify as taxable income.

8.2 Neither the Parties nor their respective counsel provide or purport to provide any tax advice to the Aggrieved Employees in connection with this Agreement or otherwise. The Parties agree that they shall not rely upon any terms of this Agreement for the purpose of determining or avoiding federal, state, or local tax obligations.

9. COURT'S APPROVAL

9.1 The Parties agree that no later than 10 days after signing this Agreement, Azar will file with the Court in the Azar Action a Request for Dismissal without prejudice as to Azar's individual claims and without prejudice as to other allegedly aggrieved employees of Extra Space. The Parties further agree that no later than 10 days after signing this Agreement, Quijada will file with the Court in the Quijada Action, a first amended complaint which includes Azar as a named plaintiff and includes all claims alleged in the Azar Action, Azar Arbitration Action, and PAGA Letters, to the extent they are not already included.

9.2 The Parties agree that no later than 5 days after the date of Court approval of the settlement of the Actions, Quijada will file a Request for Dismissal with prejudice in its entirety in the Quijada Arbitration Action and Azar will file a Request for Dismissal with prejudice in its entirety in the Azar Arbitration Action. The Parties agree to stay the Quijada Arbitration Action and Azar Arbitration Action, including any discovery or other deadlines therein. The Parties agree to promptly notify JAMS of the Settlement and request to vacate any pending hearings or status conferences in the Quijada Arbitration Action and Azar Arbitration Action pending approval of the Settlement, such that no further invoice deposit will be issued to the Parties.

9.3 Plaintiffs will promptly move the Court for approval of the Settlement pursuant to Labor Code § 2699(1). The Parties agree to use their best efforts to obtain approval as quickly as possible, to the extent not inconsistent with the terms of this Agreement, and will not take any action adverse to each other in obtaining the Court's approval of the Agreement in all respects. The Parties also agree that in the event the Court does not approve the Settlement, the Parties will work in good faith to amend the Settlement to comport with the Court's instructions.

9.4 In the event an appeal or petition for writ of mandamus is filed from the Court's order granting approval of the Settlement, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review.

10. PUBLICITY

Plaintiffs and Plaintiffs' Counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the amount or terms of the Settlement. Plaintiffs' Counsel may respond to press inquiries by stating the matter has been resolved and refer the press to court filings. In addition, Plaintiffs and Plaintiffs' Counsel agree that they will not engage in any advertising or distribute any marketing materials specifying any material terms relating to the Settlement of this case, including but not limited to any postings on any websites maintained by Plaintiffs' Counsel and including but not limited to the identity of Extra Space and/or any information that identifies Extra Space. The Settlement Administrator shall not create nor maintain any website regarding this Settlement at any time. Any communication about the Settlement to Aggrieved Employees prior to the Court-approved mailing will be limited to a statement that a settlement has been reached and the details will be communicated in a forthcoming Court-approved notice. Plaintiffs are prohibited from discussing the terms or the fact of the settlement with third parties other than

(1) their immediate family members, (2) Plaintiffs' Counsel; and/or (3) their accountants or lawyers as necessary for tax purposes.

11. INAPPLICABILITY OF CALIFORNIA CIVIL PROCEDURE CODE SECTION 384

The Parties agree that California Civil Procedure Code ("CCP") section 384 is not applicable to the Gross Settlement Amount. Neither Plaintiffs nor Plaintiffs' Counsel shall take, or cause any other person to take, a position before the Court that CCP section 384 applies to the Gross Settlement Amount.

12. MISCELLANEOUS PROVISIONS

12.1 Headings. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

12.2 Interpretation of the Agreement. The Agreement will be interpreted and enforced under the laws of the State of California without regard to its conflict of law provisions.

12.3 Final Agreement. This Agreement constitutes the exclusive and final understanding and expression of all agreements between the Parties with respect to the resolution of the Actions and supersedes all prior agreements and understandings between the Parties relating to the subject matter hereof. Plaintiffs, on Plaintiffs' own behalf and as a representative for the Aggrieved Employees, and Extra Space enter into this Agreement based solely upon its terms and not in reliance upon any representations or promises other than those contained in this Agreement. The Agreement may be modified only by a writing signed by the Parties, or their successors, and approved by the Court.

12.4 Counterparts/Facsimile/Electronic. The Agreement may be executed in one or more actual, telecopied or electronic counterparts, all of which will be considered one and the same instrument and all of which will be considered duplicate originals. A signature on this Agreement delivered by facsimile or electronically shall be as legally binding as an original signature, although the Parties will provide original signatures to each other for their records.

12.5 Authority. Counsel for all Parties represent and warrant they are expressly authorized by the Parties whom they represent to negotiate this Agreement and 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 required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effectuate the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties shall seek the assistance of the Court to resolve such disagreement. The persons signing this Agreement on behalf of Extra Space represent and warrant that they are authorized to sign this Agreement on behalf of Extra Space.

12.6 No Effect on Employee Benefits. The Individual Settlement Payments and Service Awards shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of Plaintiffs or any Aggrieved Employee. The payment of the Individual Settlement Payments does not represent any modification of Aggrieved Employees' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Extra Space. Further, any Individual Settlement Payment or Service Awards shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Extra Space.

12.7 No Injunctive Relief. Extra Space shall not be required to enter into any consent decree, nor shall Extra Space be required to agree to any provision for injunctive relief, or to modify or eliminate any of its personnel, compensation, or payroll practices, or adopt any new personnel, compensation, or payroll practices.

12.8 Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

12.9 Cooperation and Drafting. Each of the Parties has cooperated in the drafting and preparation of this Agreement. Hence, in any construction made to this Agreement, the same shall not be construed against any of the Parties.

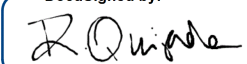
12.10 Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

12.11 Defense. To the extent permitted by law, this Settlement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceedings that may be instituted, prosecuted, or attempted with respect to the Released Claims in breach of or contrary to this Settlement.

WHEREFORE, Plaintiffs, as representative of themselves and Aggrieved Employees, and Extra Space, have executed this Agreement as of the dates set forth below.

PLAINTIFF RACHEL QUIJADA

Dated: 11/19, 2023

DocuSigned by:

 64C6DFEC23A540A...
 Rachel Quijada, Plaintiff

PLAINTIFF SASAN AZAR

Dated: 11/21/2023, 2023

Sasan Azar
Sasan Azar, Plaintiff

**DEFENDANT EXTRA SPACE
MANAGEMENT, INC.**

Dated: _____, 2023

Full Name: _____

Title: _____

On behalf of Extra Space Management, Inc.

PLAINTIFF SASAN AZAR

Dated: _____, 2023

Sasan Azar, Plaintiff

**DEFENDANT EXTRA SPACE
MANAGEMENT, INC.**

Dated: Nov. 14, 2023



Full Name: Gwyn McNeal

Title: Executive Vice-President

On behalf of Extra Space Management, Inc.

EXHIBIT A

Notice of PAGA Settlement and Release of Claims

Rachel Quijada v. Extra Space Management, Inc., Superior Court of California County of Santa Clara
Case No. 21CV385899

<<EmployeeName>>

Dear [NAME]:

I. NOTICE OF PAGA SETTLEMENT

The Santa Clara County Superior Court (the “Court”) has approved a settlement in the above-captioned action filed by Plaintiffs Rachel Quijada (“Quijada”) and Sasan Azar (“Azar”) (collectively “Plaintiffs”) against Defendant Extra Space Management, Inc. (“Extra Space”). According to Extra Space’s records, you were employed by Extra Space as a non-exempt employee in California at some time during the time period of June 13, 2020 to July 19, 2023 (the “Settlement Period”). Plaintiffs are former employees of Extra Space who filed the instant lawsuit against Extra Space under the Private Attorneys General Act of 2004 (“PAGA” at Labor Code § 2699), alleging various claims, including claims for failure to provide meal periods and/or premiums, failure to provide rest periods and/or premiums, failure to pay minimum and overtime wages, failure to provide accurate itemized wage statements, failure to timely pay all wages upon separation of employment, and failure to reimburse business expenses.

Plaintiffs sought civil penalties on behalf of the State of California and all similar allegedly aggrieved employees employed by Extra Space in California during the Settlement Period (“Aggrieved Employees”).

The Court has not made a determination about Plaintiffs’ allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim. However, the Court has approved the civil penalties settlement amount to be paid by Extra Space.

Extra Space maintains that it was in compliance with the California Labor Code at all times and enters into this settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

You worked <<PayPeriods>> pay periods during the Settlement Period.

Your individual PAGA payment is estimated to be <<Check Amount>>.

Each individual PAGA payment was calculated on a pro rata basis (*i.e.*, proportional) based on the number of pay periods worked by each Aggrieved Employee in the Settlement Period divided by the total number of pay periods worked by all Aggrieved Employees.

III. RELEASE

The Court has approved the parties' settlement. Pursuant to the settlement, Aggrieved Employees, including Plaintiffs, and their successors, assigns, and/or agents, and the LWDA, shall be deemed to have fully and finally released and discharge Extra Space and each of its past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns, and each of them (collectively, the "Released Parties"), from the "Released Claims." For purposes of this Agreement, the "Released Claims" are defined as 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.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. You are not a party to this lawsuit, but you and the government are bound by the judgment in this matter as to the civil penalties under PAGA.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

You may call the Settlement Administrator, Phoenix Settlement Administrators toll free at [REDACTED] with any questions. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the State of California Unclaimed Property Fund in the name of the Aggrieved Employee to whom the check was issued. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT C

Kristen M. Agnew Time and Task Chart

Rachel Quijada v. Extra Space Management, Inc.,
Superior Court of California County of Santa Clara Case No. 21CV385899

Hours	Description of Work
5.70	Initial research and review of background facts in preparation for filing lawsuit; review arbitration agreement and conduct legal research re same; confer with co-counsel re same.
.90	Review and revise initial PAGA Notice.
1.20	Confer with co-counsel re supplemental PAGA Notice; draft supplemental PAGA Notice.
.50	Confer with client re status of case and claims being pursued.
1.40	Draft representative PAGA complaint; confer with co-counsel re same.
1.90	Meet and confer with defense counsel re December 16, 2021 initial case management conference; draft joint report.
2.10	Review notice of related case identifying <i>Sasan Azar v. Extra Space Storage, Inc.</i> , Orange County Superior Court Case No. 30-2021-01223381-CU-OE-CXC; review <i>Azar</i> complaint and status of pleadings; confer with co-counsel re same.
2.60	Meet and confer with defense counsel re stay pending <i>Viking River</i> and January 20, 2022 case management conference; draft joint report; confer with co-counsel re same; prepare for and appear at case management conference.
3.40	Review <i>Viking River</i> opinion and conduct legal research re same; confer with co-counsel re litigation strategy.
.60	Confer with client re status of case.
2.20	Meet and confer with defense counsel re June 30, 2022 case management conference; draft joint report; prepare for and appear at case management conference.
.90	Meet and confer with defense counsel re briefing schedule for motion to compel arbitration; review and revise stipulation re briefing schedule.
1.40	Review and analyze Defendant's motion to compel arbitration and supporting documents; confer with co-counsel re same.
7.10	Conduct legal research and analysis re opposition to motion to compel arbitration; draft opposition to motion; confer with co-counsel re revisions to opposition.
2.30	Review and analyze Defendant's reply in support of motion to compel arbitration; conduct legal research re same.
.80	Review and analyze Court's tentative order granting motion to compel arbitration.
.20	Confer with client re status of case.
1.00	Review and finalize demand for arbitration.

Hours	Description of Work
1.90	Meet and confer with defense counsel re joint discovery report; review and revise joint discovery report.
1.30	Prepare Plaintiff Quijada's initial disclosures.
.20	Review and revise joint stipulation to continue April 14, 2023 case management conference.
.60	Confer with co-counsel re payroll data and records required for mediation.
1.10	Review and analyze expert report; confer with co-counsel re same.
.30	Confer with client re mediation strategy and analysis of claims.
12.80	Review and revise mediation statement; legal research re same; confer with co-counsel re strategy for mediation; attend all day mediation.
7.20	Review and revise Private Attorneys General Act Settlement Agreement ("Agreement" or "Settlement"); respond to Defendant's proposed revisions; confer with co-counsel re same.
2.90	Review and revise proposed First Amended Representative Action Complaint to add <i>Azar</i> claims; confer with co-counsel re <i>Azar</i> claims; confer with defense counsel re proposed amendments and stipulation for leave to file.
10.10	Draft and revise motion for approval of Settlement Agreement and supporting declarations; confer with co-counsel re same.
74.60	TOTAL HOURS

EXHIBIT D

3/6/2024
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DIVERSITY LAW GROUP
Slip Listing

Page 1

Selection Criteria

Slip Classification Open
Client (hand select) Include: Quijada, Rachel v. Extra Space
Slip.Transaction Ty 2 - 2

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
68534	EXP	Linda Lee	1	75.00	75.00
6/22/2021		Court fees			
WIP		Quijada, Rachel v. Extra Spa			
LWDA					
67909	EXP	Olympia	1	6.96	6.96
6/30/2021		Postage			
WIP		Quijada, Rachel v. Extra Spa			
Postage					
68548	EXP	Olympia	1	1483.77	1483.77
8/17/2021		Court fees			
WIP		Quijada, Rachel v. Extra Spa			
Odyssey - Complaint					
68607	EXP	Erika Mejia	1	5.72	5.72
8/23/2021		Court fees			
WIP		Quijada, Rachel v. Extra Spa			
Odyssey - 170.6					
68912	EXP	Olympia	1	88.63	88.63
8/26/2021		Atty Service			
WIP		Quijada, Rachel v. Extra Spa			
Attorney Service - Complaint Service					
68666	EXP	Erika Mejia	1	5.72	5.72
8/31/2021		Court fees			
WIP		Quijada, Rachel v. Extra Spa			
Odyssey - POS of Summons					
68815	EXP	Olympia	1	6.96	6.96
8/31/2021		Postage			
WIP		Quijada, Rachel v. Extra Spa			
Postage					
70084	EXP	Christine S. Lee	1	5.72	5.72
12/10/2021		Court fees			
WIP		Quijada, Rachel v. Extra Spa			
Odyssey - Joint Report					

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DIVERSITY LAW GROUP
Slip Listing

Page 2

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
70116	EXP	Kristen Agnew	1	94.00	94.00
12/16/2021		Court fees			
WIP		Quijada, Rachel v. Extra Spa			
Courtcall					
70427	EXP	Christine S. Lee	1	5.72	5.72
1/14/2022		Court fees			
WIP		Quijada, Rachel v. Extra Spa			
Odyssey - Joint Report					
70442	EXP	Kristen Agnew	1	94.00	94.00
1/20/2022		Court fees			
WIP		Quijada, Rachel v. Extra Spa			
Courtcall					
72286	EXP	Kristen Agnew	1	94.00	94.00
6/30/2022		Court fees			
WIP		Quijada, Rachel v. Extra Spa			
Courtcall					
73101	EXP	Erika Mejia	1	5.72	5.72
9/22/2022		Court fees			
WIP		Quijada, Rachel v. Extra Spa			
Odyssey - Oppo to MTC Arb					
73706	EXP	Olympia	1	1.92	1.92
10/31/2022		Postage			
WIP		Quijada, Rachel v. Extra Spa			
Postage					
73924	EXP	Linda Lee	1	409.26	409.26
11/4/2022		Arbitrators			
WIP		Quijada, Rachel v. Extra Spa			
JAMS - Demand for Arbitration					
75672	EXP	Olympia	1	3195.00	3195.00
7/11/2023		Arbitrators			
WIP		Quijada, Rachel v. Extra Spa			
Judicate West Mediation					
76788	EXP	Kristen Agnew	1	9.99	9.99
8/4/2023		Meals			
WIP		Quijada, Rachel v. Extra Spa			
Meal					
76012	EXP	Olympia	1	297.00	297.00
8/15/2023		Arbitrators			
WIP		Quijada, Rachel v. Extra Spa			
Judicate West Mediation					

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DIVERSITY LAW GROUP
Slip Listing

Page 3

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
76107	EXP	Olympia	1	2070.00	2070.00
9/7/2023		Experts			
WIP		Quijada, Rachel v. Extra Spa			
Berger Consulting Group, LLC					
76503	EXP	Erika Mejia	1	26.32	26.32
11/3/2023		Court fees			
WIP		Quijada, Rachel v. Extra Spa			
Odyssey - Stip to file FAC					
77118	EXP	Erika Mejia	1	5.72	5.72
1/8/2024		Court fees			
WIP		Quijada, Rachel v. Extra Spa			
Odyssey - Joint CMS					
77376	EXP	Olympia	1	67.52	67.52
2/1/2024		Court fees			
WIP		Quijada, Rachel v. Extra Spa			
Est Motion for PAGA Filing Fees					
Grand Total					
			Billable	0.00	8054.65
			Unbillable	0.00	0.00
			Total	0.00	8054.65

EXHIBIT E