

1 Thomas D. Rutledge (SBN 200497)
2 Attorney-at-Law
3 16956 Via de Santa Fe, Suite 1847
4 Rancho Santa Fe, California 92091-4606
5 Telephone: (619) 886-7224
6 Email: thomasrutledgelaw@gmail.com

7 Attorneys for Plaintiffs

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF SAN DIEGO-CENTRAL DIVISION

10 SALVADOR VELEZ, in his capacity as)
11 the State of California's designated)
12 proxy under the Private Attorneys)
13 General Act and on behalf of others,)

14 Plaintiffs,

15 vs.

16 ESSEX PROPERTY TRUST, INC., et)
17 al.)

18 Defendants.)

Case No.: 37-2023-00020787-CU-OE-CTL

**DECLARATION OF THOMAS D.
RUTLEDGE ISO PLAINTIFFS'
UNOPPOSED EX PARTE
APPLICATION TO APPROVE
PAGA SETTLEMENT**

Hearing Date: July 9, 2024

Hearing Time: 8:30 a.m.

Judge: Hon. Gregory W. Pollack

Dept.: 71

Complaint Filed: May 16, 2023

Trial Date: None

**[Ex Parte Application; [Proposed]
Order filed concurrently herewith]**

DECLARATION OF THOMAS D. RUTLEDGE

I, THOMAS D. RUTLEDGE, declare and state as follows:

1. I am counsel of record for the named Plaintiff, indirectly for the Aggrieved Employees, and as a quasi-assistant attorney general for the State of California via the PAGA in this matter. As such, I am fully familiar with the facts, pleadings, and history of this matter. The following facts are within my own personal knowledge, and if called as a witness, I could testify competently to the matters stated herein.

2. This declaration is submitted in support of Plaintiffs' Ex Parte Application for Court Approval of Private Attorney General Act Settlement per the terms of the Settlement Agreement attached hereto and marked as **Exhibit 1**.

3. This Court has informed me that it prefers the presentation of PAGA settlements to be filed via stipulation or ex parte application with no hearing needed. **My Experience Handling Representative Actions.**

4. The Law Office of Thomas D. Rutledge consists of me, several paralegals, and various support staff during all times relevant to this litigation.

5. At all times, I have been the only attorney of record in the above-entitled action for the Plaintiffs.

6. I am the originating attorney and the person exclusively responsible for prosecuting this case.

7. I have had the privilege of practicing law for almost 29 years.

8. I have served the public my whole adult life.

9. Before practicing law, from about April 1987 to April 1994 at the age of 21, I proudly served in the U.S. Army National Guard in various capacities: first, as a Private First Class in a combat engineer's unit; and in 1990, after receiving my commission from the Commonwealth of Massachusetts's State Officers' Candidate School, as a field artillery officer, mortar platoon leader, and infantry company executive officer in the Commonwealth of Pennsylvania (1992-1994) and

1 Massachusetts (1987-1992) Army National Guard.

2 10. In 1990, I received a B.A. in History and Political Science from the
3 University of Massachusetts, Boston, Massachusetts.

4 11. In 1992, I received a C.S.S. in Management and Administration from
5 Harvard University, Cambridge, Massachusetts.

6 12. In 1995, I received a J.D. from Temple University and became a member
7 of the State Bars of Florida and Massachusetts.

8 13. In 1999, I obtained admission to the California Bar.

9 14. I am a former active member in the San Diego County Bar Association
10 (and several committees therein, such as the Labor and Employment Law Section,
11 Litigation Section, and Family Law Section), a current member of the California
12 Employment Lawyers Association, Consumer Attorneys of San Diego (CASD), and a
13 the National Employment Lawyers Association.

14 15. I am the former Co-Chairman to the San Diego County Bar Association
15 Labor and Employment Law Section.

16 16. I am a former Board of Director for CASD (served 2013-2016).

17 17. I am a former U.S. Navy Judge Advocate General's (JAG) Corps
18 attorney.

19 18. From 1995 to 2002, I served in various capacities on active duty as a
20 prosecutor, defense attorney, and staff judge advocate in the U.S. Navy JAG Corps
21 handling hundreds of criminal and civil litigation matters and personally preparing
22 and filing more than 5000 state and federal tax returns.

23 19. I served a total of 20 years in the U.S. military honorably retiring from
24 the U.S. Naval Reserve in 2008.

25 20. From 2002 to 2004, I was a litigation associate at Christensen, Miller,
26 Fink, Jacobs, Glaser, Weil & Shapiro LLP in Los Angeles, California, a firm of more
27 than 100 lawyers at that time, working on complex litigation.

28 21. From 2004 to 2009, I was a litigation associate for Branton & Wilson,

1 APC, a firm of more than 15 lawyers at the time, working mostly on employment law
2 matters (defense and plaintiff).

3 22. From 2009 to the present, I have focused my practice exclusively on
4 prosecuting employment law claims on behalf of employee-plaintiffs, with a very
5 small amount of my practice devoted to personal injury, landlord-tenant, and family
6 law matters.

7 23. All my employee-plaintiffs' cases, including this case, are accepted on a
8 nothing down contingency fee basis.

9 24. I personally have represented thousands of class members and aggrieved
10 employees in over three dozen class and/or representative (Private Attorney General
11 Act) actions prosecuting wage and hour claims, more than 20 of which were certified
12 as class actions. (See, e.g., *Julio, et al. v. Express Tires*, S.D. Superior Court Case
13 No.: 37-2010-00097801; *Epton v. ADP TotalSource, et al.*, U.S.D.C. Case No.:
14 11cv0856-JM; *Tuter, et al. v. King's Seafood Company, LLC, et al.*, San Diego
15 Superior Court Case No.: 37-2011-00084756; *Crosby v. CHMB*, San Diego Superior
16 Court Case No.: 37-2011-0087583-CU-OE-CTL; *Diego v. JMS Properties LLC, et*
17 *al.*, San Diego Superior Court Case No.: 37-2013-00056177-CU-OE-CTL; *Mitchell, et*
18 *al. v. Phone Ware Inc., et al.*, San Diego Superior Court Case No.: 37-2014-
19 00008449-CU-OE-CTL; *Long, et al. v. Stanley Black & Decker, Inc., et al.*, U.S.D.C.
20 Case No.: 14CV1246 JLS BGS; *Villagrana v. 7-Eleven*, San Diego Superior Court
21 Case No.: 37-2014-00008449-CU-OE-CTL; *Parnell, et al. v. Harte-Hanks Shoppers,*
22 *Inc., et al.*, Orange Superior Court Case No.: 10-2014-00736236-CU-OE-CXC; *Martz*
23 *v. T.R.L. Systems, Inc.*, San Bernardino Superior Court Case No.: CIVDS1515312;
24 *Rosentein v. Pratt and Whitney, et al.*, U.S.D.C. Case No.: 15CV2183 JM/JLB; *Don*
25 *v. Penn*, San Diego Superior Court Case No.: 37-2016-00025005; *Ramirez v. Coastal*
26 *Trans. Serv.*, San Diego Superior Court Case No.: 37-2016-00020248; *Velez v.*
27 *CoWorx Staffing Services LLC*, San Bernardino Superior Court Case No.:
28 CIVDS1803229; *Martz v. HCI Systems Inc.*, San Bernardino Superior Court Case

1 No.: CIVDS1607545, *Babouchian, et al. v. Soleil Communications Inc., et al.*
2 San Diego Superior Court Case Number: 37-2017-00044756-CU-OE-CTL (Hon.
3 Richard S. Whitney), and many others.)

4 25. I have attended dozens of lectures presented by legal professionals on the
5 topic of prosecuting class action litigation in the last 20 years, I have tried dozens of
6 wage and hour cases in Superior Court, private arbitration, before the Labor
7 Commissioner, and I have handled the representation of parties in dozens of
8 mediations before well-known mediators, such as Mark Rudy, Jeff Ross, Mike
9 Dickstein, David Rotman, Robert Kaplan, and Judge Herbert B. Hoffman (Ret.).

10 **Facts of this case.**

11 26. In January 2023, Plaintiff hired my office shortly after Defendant
12 terminated his employment.

13 27. I sent several letters to Defendant requesting to obtain access to
14 Plaintiffs' payroll records and employee personnel files.

15 28. After obtaining access to Plaintiff's payroll records and employee
16 personnel file and reviewing these records, I believed that the Plaintiff and his fellow
17 coworkers (Aggrieved Employees) may be subject to Labor Code violations.

18 29. On April 3, 2023, Plaintiff Velez, via my office, filed the first notice with
19 the LWDA to get this case started by exhausting Plaintiff's administrative remedies.
20 (ROA #60, Ex. 1.)

21 30. On May 16, 2023, Plaintiff commenced this PAGA action, which seeks
22 the recovery of PAGA penalties for the following claims: (1) Failure to Provide
23 Access to Employee Personnel Records (Cal. Labor Code §§ 226, 432, and 1198.5);
24 (2) Failure to Pay State Minimum/Regular Wages; (3) Failure to Pay State Overtime
25 Wages; (4) Failure to Timely Pay Wages; (5) Meal and Rest Break Labor Code
26 Violations; (6) Inaccurate Wage Statements; (7) Failure to Maintain Payroll Records;
27 (8) Failure to Reimburse Business Expenses in Violation of California Labor Code §
28 2802; and (9) Miscellaneous claims via the PAGA. (ROA #1.)

1 31. On July 20, 2023, Plaintiff filed a First Amended Complaint for
2 procedural exhaustion purposes only, no claims or new facts were added. (ROA #10.)

3 32. On July 28, 2023, Defendant filed a Motion to Stay and Compel
4 arbitration. (ROA #11.)

5 33. On September 5, 2023, the parties appeared before the Court for a Status
6 Conference and thereafter the parties agreed to attend mediation. (ROA #28.)

7 34. The parties also agreed to stay the PAGA action pending the outcome of
8 this mediation. (ROA #s 43-45.)

9 35. On April 5, 2024, Plaintiff Velez filed an amended PAGA filing with the
10 LWDA, which asserted new claims and theories. (ROA #60, Ex. 2.)

11 36. On April 30, 2024, the case was reassigned from department 69 to this
12 department. (ROA #52.)

13 37. For more than 14 months, the parties spent considerable time trying to
14 bring this case to a conclusion.

15 38. Shortly after the commencement of this litigation, my office served
16 Defendant with written discovery and have since diligently prosecuted the PAGA
17 claims on behalf of the State of California and other Aggrieved Employees.

18 39. In preparation of mediation, the parties began a series of detailed
19 discussions via counsel during which time counsel engaged in open and frank
20 discussions regarding the merits of this case.

21 40. Through the foregoing process, the Parties conducted a significant
22 investigation of the facts and law. As part of the informal discovery process,
23 Defendant voluntarily produced approximately 5,000 pages of documents and
24 employment data, including pertinent policies and procedures, personnel records, a
25 random sample of time records, and a random sample of pay records.

26 41. Such discovery and investigation includes: (1) the Plaintiffs' analysis of
27 randomly selected Aggrieved Employee payroll data Defendant provided (almost a
28 15% sampling), including size and composition of the Aggrieved Employees,

1 applicable employment policies of the Defendant, and payroll and time records for a
2 significant number of current and/or former employees statewide, involving a large
3 number of pages of policies and documents, electronic wage statements, and other
4 records, (2) analysis of legal positions taken by the Defendant, (3) interviews of
5 material witnesses, (4) calculation and analysis of potential damages and penalties
6 based on the data produced by Defendant, and (5) research and analysis of applicable
7 law with respect to the claims alleged and potential defenses thereto.

8 42. My office devoted a substantial amount of my practice to evaluating the
9 data, interviewing witnesses, and preparing for the mediation and, if unsuccessful,
10 getting ready for trial.

11 43. On April 10, 2024, the parties via zoom attended a full day mediation
12 before Steve Serratore, Esq., a reputable private mediator.

13 44. With the efforts of all parties and their counsel, and especially with the
14 invaluable assistance from the highly capable mediator, the parties signed an MOU,
15 and later signed a more detailed and lengthy Settlement Agreement that took months
16 for the parties to finalize.

17 **Grounds in Support and Notice of this Ex Parte Application.**

18 45. The reasons in support of this Ex Parte Application rather than via the
19 noticed motion process is that Defendant Essex Property Trust, Inc. is a publicly
20 traded company (stock symbol ESS) and, as such, it generally has the obligation to
21 report lawsuits against it.

22 46. There is good cause for seeking *ex parte* relief. The request for judicial
23 approval of the PAGA settlement is unopposed. The State of California and the
24 Aggrieved Employees will benefit from a prompt approval of the PAGA settlement
25 and the distribution of the settlement money. Unnecessary delays will significantly
26 increase the likelihood that the last known home addresses on file with the Defendant
27 will be outdated, which in turn may cause a significant number of the Aggrieved
28 Employees to be unable to receive the PAGA settlement.

1 47. Further support for this ex parte application is found in precedent where,
2 for example, this Honorable Court in *Hernandez v. SFM, LLC*, Superior Court of San
3 Diego County No. 37-2016-00015169-CU-OE-CTL, approved a PAGA settlement
4 via ex parte.

5 48. On June 18, 2024, I informed Defendant, via counsel (specifically,
6 Messrs. Michael Sigall, Leo Li, et al.) by email of Plaintiffs' intent to file this Ex
7 Parte Application to Approve PAGA Settlement and to have it heard on July 9, 2024
8 at 8:30 a.m. to which Mr. Sigall replied, "Counsel, We are available on July 9 for the
9 motion to approve the PAGA settlement. Thanks."

10 49. Defense Counsel has informed me this Application is unopposed.

11 50. Plaintiffs via my office have also complied with all required
12 administrative filings with the LWDA to process this settlement including but not
13 limited to filing a copy of these moving papers before my office filed it with this
14 Court, copies of evidence of which is attached hereto and marked as **Exhibit 2**.

15 **Reasons this Settlement is Fair and Reasonable.**

16 51. The named Plaintiff and my office concluded, after taking into account
17 the disputed factual and legal issues involved in the Action, the risks and substantial
18 expenses involved in the further prosecution of this case, and the substantial benefits
19 to be received pursuant to the compromise and settlement of the Action, as set forth in
20 this Settlement Agreement, that settlement on the terms set forth herein is in the best
21 interest of the State, the named Plaintiff, and the Aggrieved Employees and is fair and
22 reasonable.

23 52. My office and the named Plaintiff understand the risks inherent in
24 litigation -- most significantly the lack of evidence of companywide claims and the
25 limited number of Aggrieved Employees impacted by all the alleged Labor Code
26 violations.

27 53. My office and the named Plaintiff are likewise well aware of the
28 problems posed by potentially differing claims and methods of proof among the

1 Aggrieved Employees, as well as the potential merits of affirmative defenses expected
2 to be raised by the Defendants.

3 54. In light of the risks related to Defendant prevailing on an anticipated
4 motion for summary judgment or at trial, or both, the recovery obtained in the case
5 for the released claims, including the settlement amount payable to the LWDA and
6 the Aggrieved Employees for the PAGA claims, is fair and reasonable.

7 55. In assessing whether the amount of civil penalties is genuine and meaningful, I
8 took into the consideration the Court's power to balance the amount in penalties with the nature
9 and extent of the Labor Code violations we could ultimately prove.

10 56. A large part of my thinking in discounting the overall maximum penalties we
11 could recover were the defenses Defendant raised, such as its adamant denial that it did
12 anything wrong, much less on a companywide basis.

13 57. I knew if this PAGA action did not settle, Defendant would file a number of
14 dispositive motions arguing its policies are lawful, telling the Court that Plaintiffs' claims
15 had no merit, and claiming that meal and rest break claims must be ignored due to its alleged
16 lawful written policies.

17 58. I further considered that statutory penalties would be calculated according to
18 Labor Code 2699(f)(2): If, at the time of the alleged violation, the person employs one or
19 more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
20 employee per pay period for the initial violation and two hundred dollars (\$200) for each
21 aggrieved employee per pay period for each subsequent violation.

22 59. In assessing risk and return, however, I am aware of a number of courts that
23 have found that the "subsequent" penalty under PAGA applies only after a court or the
24 Labor Commissioner determines that the employer has violated the Labor Code. *See*
25 *Gunther v. Alaska Airlines, Inc.*, 72 Cal. App. 5th 334, 356 (2021) ("the increased \$200 civil
26 penalty for 'subsequent violation[s]' does not apply unless [Plaintiff] presents evidence that
27 the Labor Commission or a court notified [Defendant] that it was in violation of the Labor
28 Code."); *Bernstein v. Virgin Am., Inc.*, 990 F.3d 1157, 1173 (9th Cir. 2021) (reversing

1 judgment as to “heightened civil penalties” because the defendant was not given notice by
2 the Labor Commissioner when the “subsequent” violations occurred. *See also Vieyara-*
3 *Flores v. Sika Corp.*, No. EDCV19606JVSKKX, 2019 WL 2436998, at *5 (C.D. Cal. June
4 10, 2019) (“employers are not subject to heightened penalties . . . until a court or
5 commissioner notifies the employer that it is in violation of the Labor Code . . . [Plaintiff]
6 has not offered evidence that the Labor Commission or a court has notified them of PAGA
7 violations [thus] PAGA’s heightened penalty of \$200 for subsequent violations will not be
8 calculated to determine the amount in controversy”); *Chen v. Morgan Stanley Smith Barney,*
9 *LLC*, No. 8:14-CV-01077 ODW (FFMx), 2014 WL 4961182 (C.D. Cal., October 2, 2014)
10 (“Under the Labor Code, if an employer does not have notice that they are committing a
11 violation, they are not subject to the heightened penalties.”); *Trang v. Turbine Engine*
12 *Components Technologies Corp.*, No. CV 12–07658 DDP (RZx), 2012 WL 6618854 (C.D.
13 Cal. Dec. 19, 2012) (“courts have held that employers are not subject to heightened penalties
14 for subsequent violations unless and until a court or commissioner notifies the employer that
15 it is in violation of the Labor Code”), citing *Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th
16 1157 (2008).

17 60. I spent a large amount of my time reviewing the random sampling Defendant
18 provided, taking copious notes, creating and using an excel spreadsheet to calculate
19 damages, distinguishing and highlighting Plaintiffs’ best claims from their worst claims.

20 61. I also spent considerable time hyper-analyzing the named Plaintiff’s records
21 looking for violations and comparing his work experience with the Aggrieved Employees.

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62. Under this line of cases and based on my review of the available evidence, I estimated that Defendant's realistic maximum exposure would be approximately **\$4,047,100**:

Claim	Pay Periods with Violations	Penalty	PAGA Penalties
Sick Pay Violations	47,395	\$100.00	\$236,975
Regular Rate Violations	47,395	\$100.00	\$236,975
Off-the-Clock Violations	47,395	\$100.00	\$236,975
Meal & Rest Period Violations	47,395	\$100.00	\$236,975
Min. Wage/Reg. Pay Violations	47,395	\$100.00	\$236,975
Wage Statement Violations	47,395	\$100.00	\$2,369,750
Business Expense Violations	47,395	\$100.00	\$236,975
Final Pay Violations	500	\$100.00	\$255,500
TOTAL			\$4,047,100

63. With the exception of Plaintiffs' Labor Code § 226 claim of which my office found about a 50% violation rate, the above figures are based on a five percent violation rate found in the records Defendant provided before mediation; thus, all calculations above are discounted to five percent of the maximum.

64. In assessing risk and return, I was and still am fully aware the PAGA gives the Court wide latitude to reduce the amount of civil penalties "based on the facts and circumstances of a particular case" when "to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory" as stated in Lab. Code § 2699(h).

65. In reducing PAGA penalties, I knew that courts have considered issues including whether the employees suffered actual injury from the violations, whether the defendant was aware of the violations, and the employer's willingness to fix the violation. *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 528 (2018) (awarding PAGA penalties of only 0.2% of the maximum); *see also Cotter v. Lyft, Inc.*, 193 F. Supp. 3d 1030, 1037 (N.D. Cal. 2016); *Fleming v. Covidien Inc.*, No. ED CV 10-01487 RGK (OPX), 2011 WL 7563047, at *4 (C.D. Cal. Aug. 12, 2011).

66. For example, during the penalty phase of trial in *Carrington*, I am informed the plaintiff requested PAGA penalties in the amount of approximately \$70 million. The trial

1 court instead awarded only \$150,000—**or 0.21% of the maximum**—and stated that this
2 reduction was warranted because imposing the maximum penalty would be “unjust,
3 arbitrary, and oppressive” based on Starbucks’s “good faith attempts” to comply with meal
4 period obligations and because the court found the violations were minimal. *Carrington*, 30
5 Cal. App. 5th at 517. The Court of Appeal affirmed the lower court’s reduced award of a
6 \$150,000 penalty under PAGA. *Id.* at 529.

7 67. If a similar reduction had been applied here, Plaintiff would have recovered
8 only approximately \$8,499 (\$4,047,100×0.0021 reduction).

9 68. Likewise, in *Covidien*, I am informed the Court reduced the potential penalties
10 by over 82%, awarding \$500,000 instead of maximum penalties of \$2.8 million. *Covidien*,
11 2011 WL 7563047 at *4; *see also Thurman v. Bayshore Transit Mgmt.*, 203 Cal. App. 4th
12 1112, 1135-36 (2012) (affirming 30% reduction under specified PAGA claim where the
13 employer produced evidence that it took its obligations seriously); *Elder v. Schwan Food*
14 *Co.*, No. B223911, 2011 WL 1797254, at *5-*7 (Cal. Ct. App. May 12, 2011) (reversing
15 trial court decision denying any civil penalties where violations had been proven, remanding
16 for the trial court to exercise discretion to reduce, but not wholly deny, civil penalties); *Li v.*
17 *A Perfect Day Franchise, Inc.*, No. 5:10-CV-01189-LHK, 2012 WL 2236752, at *17 (N.D.
18 Cal. June 15, 2012) (denying PAGA penalties for violation of California Labor Code section
19 226 as redundant with recovery on a class basis pursuant to California Labor Code section
20 226, directly); *Aguirre v. Genesis Logistics*, No. SACV 12-00687 JVS (ANx), 2013 WL
21 10936035 at *2-*3 (C.D. Cal. Dec. 30, 2013) (reducing penalty for past PAGA violations
22 from \$1.8 million to \$500,000, after rejecting numerous other PAGA claims).

23 69. Considering the issues, defenses, and the risks, a \$720,000 settlement for a
24 limited release of PAGA penalties—no individual wage and hour claims will be
25 extinguished by the Settlement—is a fair and just result and furthers PAGA’s objectives, and
26 is not “unjust, arbitrary, and oppressive” in my humble opinion.

27 70. Defendants, via counsel, represent that approximately 1540 Aggrieved
28 Employees worked a total of approximately 47,395 pay periods during the PAGA

1 release period, up until January 28, 2024. The parties estimated that there were
2 approximately 55,000 pay periods as of the date of the mediation.

3 71. By this Agreement and based on the foregoing representations by the
4 Defendant, I estimate the average payout per employee will be about \$73 per
5 employee ($\$113,133/1540=\73), which sum may be more or less depending on how
6 long the Aggrieved Employee worked during the PAGA period—and the State will
7 get more than \$340,000.

8 72. Overall, the Labor Code violations we found were often highly technical,
9 small in value, and Plaintiffs knew Defendant would urge the Court to reduce any
10 penalties awarded to be fair relative to the technical infractions Plaintiffs would prove
11 at trial considering that some of the violations was from Defendant ordering its
12 employees to work remotely (whereupon the employer did not reimburse its
13 employees for work related home expenses).

14 73. Many of the claims alleged include often difficult to prove “off-the-
15 clock” claims and many of Plaintiffs’ meal and rest break claims depend on Plaintiffs
16 obtaining less than ideal anecdotal evidence.

17 74. It appears the cause of some of Defendant’s violations are a byproduct of
18 COVID lockdowns and working conditions caused by the unprecedented global
19 pandemic. Based on my review of records, there is no evidence to suggest these
20 alleged violations and work conditions are ongoing or likely to occur in the future.

21 75. In light of the foregoing, I strongly believe the recovery obtained in this
22 case is not just fair and reasonable, but excellent.

23 **Counsel’s Requested Fees.**

24 76. My current hourly rate is \$1,057 in employment class and representative
25 action litigation.

26 77. Attorneys’ fees rates generally range from approximately \$750 per hour
27 at the low end of the scale to approximately \$1,500 per hour at the high end of the
28 scale for an attorney of my skill experience.

1 78. The regular hourly rate I have charged for my services in this litigation is
2 reasonable and justified based on my knowledge and years of experience.

3 79. I have attached detailed contemporaneous billing records for the time I
4 worked on this case as **Exhibit 3**, which details are incorporated by reference as
5 through set forth herein.

6 80. My fees are consistent with noted sources, such as the 2023-2024 Laffey
7 Matrix, a true and correct copy of which is attached hereto and marked as **Exhibit 4**.

8 81. My hourly rate under the lodestar method using the *Laffey* Matrix
9 demonstrates the reasonableness of the fee request.

10 82. The *Laffey* Matrix originated in *Laffey v. Northwest Airlines*, 572 F.
11 Supp. 354 (D.D.C. 1983), reversed, 746 F.2d 4 (D.C. Cir. 1984), overruled, *Save Our*
12 *Cumberland Mountains v. Hodel*, 857 F.2d 1516, 1525 (D.C. Cir. 1988) (*en banc*).

13 83. Counsel in the *Laffey* case compiled evidence from firms showing the
14 market rates in the District of Columbia for complex federal litigation to show the
15 court prevailing market rates.

16 84. That evidence was analyzed and a matrix of rates for attorneys at various
17 experience levels was created, later becoming known as the *Laffey* Matrix.

18 85. Attorneys in cases where they must establish the prevailing market rates
19 in their jurisdiction for fee award requests, including California, often cite to the
20 *Laffey* Matrix because the *Laffey* Matrix is a useful tool easily accessible to
21 practitioners and is widely regarded by many courts in the U.S. as a source for courts
22 to gauge the prevailing rates for attorneys in the local community.
23 www.en.wikipedia.org/wiki/Laffey_Matrix.

24 86. The *Laffey* Matrix is updated annually by an independent group to stay
25 consistent with inflation or recent trends in the market.

26 87. The current version of the *Laffey* Matrix is located at
27 www.laffeymatrix.com.

28 88. Many California courts consider the *Laffey* Matrix “a widely recognized

1 compilation of attorney and paralegal rates based on various levels of experience.”
2 *Theme Promotions v News American Marketing FSI*, 731 F. Supp. 2d 937, 948 (N.D.
3 Cal. 2010) (using the Laffey Matrix to determine reasonable attorneys' fees rates);
4 *Ramirez v. Escondido Unified School District*, 2014 WL 12675859, at *2 (S.D. Cal.,
5 Apr. 17, 2014, No. 11CV1823 DMS (BGS) (“When used in a given case, the *Laffey*
6 Matrix is adjusted to the federal locality pay differentials for the relevant community
7 for the relevant year.”).

8 89. While a trial court is not “required to follow the Laffey Matrix” in setting
9 reasonable hourly rates, neither is it an abuse of discretion to do so. *Syers Properties*
10 *III, Inc. v. Rankin*, 226 Cal. App. 4th 691, 702 (2014); *see also Nemecek & Cole v.*
11 *Horn*, 208 Cal. App. 4th 641, 650-651 (2012).

12 90. Some California courts have adjusted the *Laffey* Matrix upwards based
13 upon the higher costs of living in California. *In Re HPL Technologies, Inc. Securities*
14 *Litigation*, 366 F. Supp. 2d 912, 921 (N. Dist. Cal. 2005); *see also Garnes v.*
15 *Barnhardt*, 2006 U.S. Dist. LEXIS 5938 (N. Dist. Cal. 2006).

16 91. According to the *Laffey* Matrix, the prevailing market rate for an attorney
17 with more than 29-years of experience, such as myself, is \$1,057 per hour.

18 92. My fees are also supported by precedent. *See Margolin v. Regional*
19 *Planning Comm’n*, 134 Cal. App. 3d 999, 1005 (1982) (previous rates awarded by courts to
20 the attorneys in question are the best evidence of their reasonable rates).

21 93. At least four different courts have awarded my office fees commensurate
22 with the fees requested here adjusted by inflation. *See e.g., Olshansky, et al. v. ATC*
23 *Healthcare Services, LLC*, et al. S.D.S.C. Case No. 37-2018-00065377-CU-OE-CTL
24 (Hon. Gregory W. Pollack) (awarding 1/3 of the settlement=\$914 per hour);
25 *Babouchian, et al. v. Wyndham Vacation Ownership, et al.* SDSC Case Number: 37-
26 2018-00014601-CU-OE-CTL (Hon. Richard Strauss); *Hopper, et al. v. Kimball Tirey*
27 *& St. John, et al.* Case No.: 37-2019-00010409-CU-OE-CTL (Hon. Kenneth J.
28 Medel); *Babouchian, et al. v. Soleil Communications Inc., et al.* San Diego Superior

1 Court Case Number: 37-2017-00044756-CU-OE-CTL (Hon. Richard S. Whitney).

2 **Summary of Lodestar.**

3 94. The nature of work performed by me and my office is documented in this
4 declaration.

5 95. The time records reflect billing practices on a minimum of one tenth of
6 the hour.

7 96. This time is summarized as follows:

Name of Attorney	YEAR OF BAR ADMISSION	RATE	HOURS	LODESTAR
Thomas D. Rutledge, Partner	1995	\$1,057	255.5	\$270,064

8
9
10
11 97. Throughout the case, I made substantial efforts to allocate work
12 efficiently and to avoid unnecessary duplication of work where possible.

13 98. Please note, my time includes all time I spent on single-handedly
14 prosecuting this complex PAGA case, excluding the time for paralegals, a secretary,
15 and other staff members whose support was instrumental in helping me bring this
16 case to a reasonable conclusion.

17 99. I have incurred the following expenses in connection with this litigation:

EXPENSES	
One Legal	\$562
Mediator's Fee	\$14,000
Estimated Cert Mail & Postage	\$300
Dropbox Fee	\$200
Lexis Research Fees	\$3,251
Total	\$18,313

22 100. Postage is “estimated” because this office still uses old-school methods,
23 such as a scale and stamps when sending mail.

24 101. True and correct copies of most of the invoices/receipts for these
25 expenses are attached hereto and marked as **Exhibit 5**.

26 102. The expenses incurred are ordinary and necessary and the Settlement
27 Agreement provides that we may recover actual costs.
28

The Novelty and Difficulty of the Litigation.

103. As discussed above, Defendant confronted my office with complex factual and legal defenses that presented significant hurdles to achieving a favorable settlement.

104. Due to the novel and complex legal issues involved, I utilized skills normally reserved to those who handle complex litigation cases.

105. My office subjected itself to this contingent fee market in this all-or-nothing contingent fee case wherein the necessity and financial burden of private enforcement makes the requested award appropriate.

106. My contingent fee practice does not accommodate the investment of unnecessary time in a case.

107. This case was litigated on a contingent basis with all the concomitant risk factors inherent in such an uncertain undertaking.

108. On account of the concerted and dedicated effort this case demanded in order to properly handle and prosecute, I was precluded from taking other cases.

109. I assumed the very serious risk that I would receive nothing at all for our efforts, having devoted time, and advancing costs.

The Named Plaintiff's Request for a \$2,000 Incentive Fee is Well Earned.

110. As mentioned in the Settlement Agreement, Plaintiff Velez very respectfully requests to receive \$2,000 as an incentive fee for his services as the PAGA representative.

111. Defendant does not oppose the payment of this service award and it is well-deserved in my opinion.

112. Generally, an incentive award is appropriate to encourage people to step forward and assume the burdens and obligations of representing Aggrieved Employees.

113. In deciding the amount of a service award for a class (rules the Court may apply to a PAGA representative), relevant factors include the actions the plaintiff

1 has taken to protect the interests of the class/Aggrieved Employees, the degree to
2 which the class/Aggrieved Employees have benefited from those actions, and the
3 amount of time and effort the plaintiff expended in pursuing the litigation. *Munoz v.*
4 *BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal. App. 4th 399, 405 (2010).

5 114. As PAGA Representative, I witnessed the named Plaintiff here
6 admirably perform his duty to the Aggrieved Employees.

7 115. I saw him provide detailed information that enabled my office to
8 competently prosecute this case, such as his explaining employment related
9 documents, his assistance in the preparation of the factual portion of the mediation
10 briefs, and his providing my office with leads to interview percipient witnesses.

11 116. He also assumed the risk, such as, being held liable for costs incurred in
12 connection with this case if he lost and the risk (and continued risk) of the potential
13 stigma in his industry associated with suing a former employer.

14 117. Plaintiff was also available by phone during the mediation, a process that
15 took all day.

16 118. I estimate that Plaintiff spent more than 35 hours helping my office
17 prosecute this case, maybe more.

18 119. In short, without the named Plaintiff's participation and hard work, there
19 would be no case and no recovery for the Aggrieved Employees.

20 120. Accordingly, Plaintiffs very respectfully request the Court to approve the
21 requested service award.

22 121. The only additional consideration the named Plaintiff is receiving is via a
23 confidential settlement wherein the Plaintiff is providing a typical Civil Code § 1542
24 release for his individual claims.

25 **Conclusion.**

26 122. For all the foregoing reasons, the parties very respectfully request this
27 Court to judicially approve the PAGA penalty amounts pursuant to Labor Code §§
28 2699, *et seq.* and sign the [Proposed] Order filed herewith.

Except as to those matters made upon information and belief, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this day of June 25, 2024, in San Diego, California

Thomas D. Rutledge
/s/Declarant

Thomas D. Rutledge
Attorney-at-Law
16956 Via de Santa Fe, Suite 1847
Rancho Santa Fe, California 92091
Telephone: (619) 886-7224

Exhibit 1

SEYFARTH SHAW LLP
Jon D. Meer (SBN 144389)
jmeer@seyfarth.com
Leo Q. Li (SBN 293539)
lli@seyfarth.com
Michael A. Sigall (SBN 305849)
msigall@seyfarth.com
David J. Kim (SBN 349802)
dakim@seyfarth.com
2029 Century Park East, Suite 3500
Los Angeles, California 90067-3021
Telephone: (310) 277-7200
Facsimile: (310) 201-5219

Attorneys for Defendant
ESSEX PROPERTY TRUST, INC.

LAW OFFICE OF THOMAS D. RUTLEDGE
Thomas D. Rutledge (SBN 200497)
16956 Via De Santa Fe, Ste. 1847
Rancho Santa Fe, California 92091
Telephone: (619) 886-7224
Email: thomasrutledgelaw@gmail.com

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

SALVADOR VELEZ, in his capacity as
the State of California's designated proxy
under the Private Attorneys General Act
and on behalf of others,

Plaintiffs,

v.

ESSEX PROPERTY TRUST, INC., a
Maryland corporation; and DOES 1
through 50 inclusive,

Defendants.

Case No. 37-2023-00020787-CU-OE-
CTL

JUDGE: HON. GREGORY W.
POLLACK DEPT. 71

**REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND
RELEASE**

Complaint filed: May 16, 2023

REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND RELEASE

This Representative Action Settlement Agreement and Release (“Settlement” or “Agreement”) is made and entered into by and between Defendant Essex Property Trust, Inc. (“Defendant”) and Plaintiff Salvador Velez (“Plaintiff”), on behalf of the State of California and other Aggrieved Employees as defined below (collectively with Defendant, the “Parties”). By executing this Agreement, the Parties intend to settle the lawsuit entitled *Velez v. Essex Property Trust, Inc.*, Superior Court of California for the County of San Diego, Case No. 37-2023-00020787-CU-OE-CTL, filed on May 16, 2023, involving claims brought under the Private Attorneys General Act of 2004 (“PAGA”), Labor Code § 2698, *et seq.* (the “Action”).

1. DEFINITIONS

As used herein, for the purposes of this Agreement only, the following terms shall be defined as set forth below:

1.1 “**Aggrieved Employees**” means all current and former hourly paid or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period.

1.2 “**Aggrieved Employee Settlement Amount**” means 25% of the PAGA Payment (as defined below).

1.3 “**Approval Order**” means the approval order issued and entered by the Court following a Motion For Approval Of The PAGA Settlement.

1.4 “**Attorneys’ Fees and Costs**” means the payment, as approved by the Court, to be made to Plaintiff’s Counsel (as defined below) in full satisfaction of all claims Plaintiff may have for reasonable attorneys’ fees, litigation costs, and expenses incurred in this Action. Attorneys’ Fees and Costs are to be taken from the Gross Settlement Amount (as defined below). The amount of attorneys’ fees awarded to Plaintiff’s Counsel may not exceed 33.33% of the Gross Settlement Amount, or \$239,976.

1 Defendant agrees not to contest the amount of Attorneys' Fees and Costs, provided that
2 they are consistent with the terms of this Agreement.

3 1.5 **"Court"** refers to the Superior Court of California for the County of San
4 Diego presiding over the Action.

5 1.6 **"Data List"** means a complete list of all Aggrieved Employees that
6 Defendant will diligently and in good faith compile from its records and provide to the
7 Settlement Administrator (as defined below) within 30 calendar days after the date of the
8 Approval Order. The Data List will be formatted in Microsoft Office Excel and will
9 include each individual's full name, last known mailing address and telephone number (if
10 available), Social Security number, number of workweeks or bi-weekly pay periods, and
11 all necessary information to prepare and calculate Individual Settlement Payments (as
12 defined below) to Aggrieved Employees. For purposes of this Agreement, the Data List
13 provided by Defendant shall be considered the official information to be used for this
14 Settlement.

15 1.7 **"Defense Counsel"** refers to Jon D. Meer, Leo Q. Li, and Michael A. Sigall
16 of Seyfarth Shaw LLP.

17 1.8 **"Effective Date"** means the date upon which all of the following have
18 occurred: date upon which both of the following have occurred: (i) approval of the
19 Settlement is granted by the Court overseeing the *Velez* Action, or other court assuming
20 jurisdiction of this matter, and (ii) the Court's Judgment approving the Settlement
21 becomes Final. "Final" shall mean the latest of: (i) if there is an appeal of the Court's
22 Judgment, the date on which the Judgment is affirmed on appeal, the date of dismissal of
23 such appeal, or the expiration of the time to file a petition for review to the California
24 Supreme Court and/or petition for writ of certiorari to the U.S. Supreme Court, or (ii) if a
25 petition for writ of certiorari is filed, the date of denial of the petition for writ of
26 certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no
27 appeal is filed, the expiration date of the time for filing or noticing any appeal of the
28 Judgment.

1 1.9 “**Enhancement Award**” means the amount to be paid to Plaintiff in
2 recognition of his effort and work in prosecuting the Action on behalf of the State of
3 California and the Aggrieved Employees, and for his general release of claims. Subject
4 to the Court’s approval, the Enhancement Award shall not exceed \$2,000.00. Defendant
5 will not oppose this request. The Court’s approval of the Enhancement Payment is not a
6 material term of the Settlement. Any amount not approved by the Court shall be
7 allocated to the PAGA Payment.

8 1.10 “**Figueroa Action**” refers to the related civil action against Defendant,
9 entitled “*Pedro Bracamonte Figueroa v. Essex Property Trust, Inc., et al.*,” Case No.
10 23STCV21273, pending in Los Angeles County Superior Court. The *Figueroa* Action
11 asserts identical claims against Defendant and seeks to recover civil penalties on behalf
12 of the State of California and Aggrieved Employees under PAGA (as defined below).

13 1.11 “**Individual Settlement Payments to Aggrieved Employees**” means the
14 individual payments that shall be made to each Aggrieved Employee, which in the
15 aggregate total the Aggrieved Employee Settlement Amount. Individual Settlement
16 Payments to Aggrieved Employees are taken from the Net Settlement Amount (as
17 defined below).

18 1.12 “**Judgment**” means a judgment entered by the Court that approves this
19 Settlement, incorporates by reference the terms and conditions of this Agreement, and
20 dismisses the Action with prejudice.

21 1.13 “**LWDA**” refers to the California Labor and Workforce Development
22 Agency.

23 1.14 “**LWDA Payment**” means 75% of the Net Settlement Amount (as defined
24 below), made to the LWDA.

25 1.15 “**Notice to Aggrieved Employees With Distribution of PAGA Payment**”
26 refers to the statement the Settlement Administrator (as defined below) will include with
27 the distribution of the Individual Settlement Payments to Aggrieved Employees. The
28 Notice to Aggrieved Employees With Distribution of PAGA Payment will state as

1 follows: “Essex Property Trust, Inc. has entered into a compromise and settlement with
2 the State of California in connection with claims brought under the Private Attorneys
3 General Act. As part of this compromise and settlement, the Court has ordered the
4 enclosed settlement check.”

5 1.16 “**PAGA**” refers to the Private Attorneys General Act of 2004.

6 1.17 “**Gross Settlement Amount**” (“GSA”) means the amount that the Parties
7 negotiated and agreed upon for the resolution of the Action and Released Claims, in an
8 amount not to exceed \$720,000.00. The GSA shall be inclusive of (i) the Attorneys’ Fees
9 and Costs; (ii) the Enhancement Payment; (iii) the Net Settlement Amount, and (iv) the
10 Settlement Administrator’s Expenses (as defined below). The GSA is a material term of
11 this Agreement and Defendant shall not be required to pay more than the GSA.

12 1.18 “**Net Settlement Amount**” (“NSA”) shall be the GSA minus the Attorneys’
13 Fees and Costs, the Enhancement Payment, and the Settlement Administrator’s Expenses.
14 The Net Settlement Amount shall be allocated as follows: 75% of the NSA (i.e., the
15 LWDA Payment) will be paid to the LWDA , and 25% of the NSA (i.e., the Aggrieved
16 Employee Settlement Amount) will be paid to the Aggrieved Employees based on the
17 number of bi-weekly pay periods worked during the PAGA Period (as defined below).

18 1.19 “**PAGA Period**” shall mean the time period from April 3, 2022 through
19 June 18, 2024 or through the filing date of Plaintiff’s Motion For Approval Of The
20 PAGA Settlement, whichever occurs earlier.

21 1.20 “**Pay Periods**” refers to the number of bi-weekly periods that each
22 Aggrieved Employee worked for Defendant during the PAGA Period in California.
23 Defendant’s employment records will be determinative for purposes of calculating the
24 Pay Periods and any payments under the Settlement. If an individual worked during any
25 day of the Pay Period, the Pay Period shall be included in their pro rata share of the
26 Aggrieved Employee Settlement Amount.

27 1.21 “**Plaintiff’s Counsel**” means the Law Office of Thomas D. Rutledge.
28

1 1.22 **“Qualified Settlement Fund”** means a fund established by the Settlement
2 Administrator pursuant to U.S. Treasury Regulation Section 468B-1.

3 1.23 **“Released PAGA Claims”** shall mean any and all claims that were asserted
4 or that could have been asserted based on the facts alleged in the operative Complaint of
5 the Action during the PAGA Period, including, but not limited to, California Labor Code
6 §§ 96(k), 98.6, 201-203, 203.1, 203.5, 204, 204.1, 204.2, 205, 205.5, 206, 206.5, 208,
7 209, 210, 212, 213(d), 216, 218, 218.5, 218.6, 221-224, 225.5, 226, 226.2, 226.3, 226.6,
8 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, 231, 232(c), 232.5(c),
9 233, 234, 245-251, 256, 351, 353, 403, 404(b), 432, 432.2, 432.3, 432.5, 432.7, 435, 450,
10 510-513, 516, 515, 551, 552, 558, 558.1, 601-604, 750, 751.8, 800, 850, 851, 851.5, 852,
11 921-923, 970, 973, 976, 1021, 1021.5, 1024.5, 1025, 1026, 1101, 1102, 1102.5, 1153,
12 1174, 1182.12, 1194, 1194.2, 1195, 1197, 1197.1, 1197.5, 1198 via applicable Wage
13 Order, 1198.3(b), 1198.5, 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5,
14 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392,
15 1683, 1695, 1695.5(a), 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6,
16 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1775.5, 1811,
17 1815, 2441, 2651, 2673, 2673.1(a), 2695.2, 2751, 2800, 2801, 2802, 2806, 2810, 2810.5,
18 2929(b), 3073.6, 6310, 6311, 6399.7, 6400-6404, 6406-6407, 6409.6, 6432, California
19 Labor Code §§ 2698, *et seq.*, 1198, any applicable Wage Order of the California
20 Industrial Welfare Commission, California Code of Regulations, tit. 8, §§ 3395, 11000,
21 11040, 11070(14) any applicable requirement to provide suitable seating and/or stools,
22 and California Business and Professions Code §§ 17200-17508, and any remedies for any
23 of the claims described herein, including, penalties, restitution, declaratory relief,
24 equitable or injunctive relief, interest, and attorneys’ fees and costs. The Released PAGA
25 Claims shall be released by Plaintiff, the State of California, the LWDA, and all
26 Aggrieved Employees, without any option to submit any Request for Exclusion.

27 1.24 **“Released Parties”** shall mean Defendant, its former, present and future
28 owners, parents, subsidiaries and affiliates, and all of its current, former and future

1 officers, directors, members, shareholders, managers, human resources representatives,
2 employees, agents, principals, heirs, representatives, accountants, auditors, consultants,
3 insurers and reinsurers, and attorneys of the entities listed in this paragraph.

4 1.25 “**Settlement Administrator**” refers to Phoenix Class Action Settlement
5 Solutions.

6 1.26 “**Settlement Administrator’s Expenses**” refers to the costs payable from
7 the GSA to the Settlement Administrator for administering this Settlement, including, but
8 not limited to, printing, distributing, and tracking documents for this Agreement,
9 distributing the GSA, establishing a separate employer identification number and creating
10 a Qualified Settlement Fund (as defined below), and providing necessary reports and
11 declarations, as requested by the Parties. The Settlement Administration Costs are
12 currently estimated to be \$6,000.00. The Settlement Administrator shall use its own Tax
13 Payer Identification Number to issue to Aggrieved Employees Form-1099s for all
14 amounts paid under this settlement. The Settlement Administrator shall establish a
15 Qualified Settlement Fund account pursuant to Section 468B(g) of the Internal Revenue
16 Code for the purpose of administering the settlement, into which the GSA will be
17 deposited and calculate all settlement checks required under law based on information
18 that will be confidentially furnished by Defendant.

19 1.27 “**Swan Action**” refers to the related civil action against Defendant, entitled
20 “*Keino Swan v. Essex Property Trust, Inc., et al.*,” Case No. C23-02837, pending in
21 Contra Costa County Superior Court. The *Swan* Action asserts identical claims against
22 Defendant and seeks to recover civil penalties on behalf of the State of California and
23 Aggrieved Employees under PAGA (as defined below).

24 2. RECITALS

25 2.1.1 On April 3, 2023, Plaintiff submitted a PAGA Notice to the LWDA,
26 alleging various Labor Code violations and applicable Industrial Welfare Commission
27 Wage Order.
28

1 2.1.2 On May 16, 2023, before exhausting the statutory 65-day waiting
2 period, Plaintiff filed a PAGA representative action against Defendant in Superior Court
3 of California for the County of San Diego, entitled *Velez v. Essex Property Trust, Inc., et*
4 *al.*, Case No. 37-2023-00020787-CU-OE-CTL.

5 2.1.3 On July 20, 2023, Plaintiff filed a First Amended Complaint, alleging
6 that Plaintiff had exhausted the required 65-day waiting period.

7 2.1.4 On September 27, 2023, the Court issued an order staying the Action,
8 given that the Parties had agreed to participate in private mediation and exchange
9 informal discovery ahead of the private mediation.

10 2.1.5 On April 5, 2024, Plaintiff submitted an amended PAGA Notice to the
11 LWDA, alleging additional Labor Code violations and applicable Industrial Welfare
12 Commission Wage Order (*see* PAGA Released Claims).

13 2.1.6 As part of the informal discovery process, Defendant warrants and
14 represents that it provided Plaintiff with all of the relevant written policies and
15 procedures, an accurate list of all non-exempt hourly positions, descriptions of various
16 pay codes, random samples of time records and electronic pay records, and a random
17 collection of wage statements of certain employees selected by Plaintiff's Counsel.

18 2.1.7 Defendant warrants and represents that it also furnished Plaintiff with
19 accurate data points for the PAGA Period, showing the number of Aggrieved Employees
20 and the number of pay periods worked by Aggrieved Employees. Defendant also
21 provided numerous examples showing its calculations of the regular rate of pay for
22 purposes of overtime pay, meal and rest period premiums, and sick pay.

23 2.1.8 Plaintiff's Counsel represents he has thoroughly investigated
24 Plaintiff's claims against Defendant. Plaintiff's Counsel further represents he has
25 conducted a thorough investigation into the underlying facts, events, and issues related to
26 the subject matter of the Action, including the review of the records produced by
27 Defendant. In addition, Plaintiff's Counsel represents he has further undertaken an
28 extensive analysis of the legal principles applicable to the claims asserted against

1 Defendant, and the potential defenses thereto. All Parties have had ample opportunity to
2 evaluate their respective positions on the merits of the claims asserted.

3 **2.2 Private Mediation**

4 2.2.1 On April 10, 2024, the Parties attended a full-day mediation with Mr.
5 Steven Serratore, a highly-respected and experienced mediator in employment class and
6 representative action cases.

7 2.2.2 After a full-day mediation, the Parties reached a negotiated settlement.
8 The Parties executed a Memorandum of Understanding (“MOU”) on April 19, 2024
9 memorializing the principal terms of the settlement between the Parties.

10 2.2.3 The Parties have agreed to settle the Action for an amount not to
11 exceed \$720,000.00 (i.e., the Gross Settlement Amount). The entire Gross Settlement
12 Amount will be disbursed pursuant to the terms and conditions of this Agreement, and
13 none of it will revert to Defendant.

14 **2.3 The Settlement Is the Result of Arms’ Length Negotiations.** Based on
15 the foregoing investigation and evaluation, Plaintiff’s Counsel is of the opinion that the
16 terms set forth in this Agreement are fair, reasonable, adequate, and in the best interests
17 of the State of California and the Aggrieved Employees. The terms of the Settlement also
18 reflect an extensive exchange of information and data between the Parties, which allowed
19 Plaintiff’s Counsel to fully evaluate the potential risks in pursuing the underlying claims
20 on the merits. This Agreement was reached after extensive arm’s-length negotiations,
21 and it was negotiated in light of all known facts and circumstances, including the risks of
22 significant delay and uncertainty associated with litigation, the risk that the Action would
23 not be permitted to proceed on a representative basis, various defenses asserted by
24 Defendant, and numerous potential appellate issues. Plaintiff’s Counsel also evaluated
25 the interest of the Aggrieved Employees and the State of California in receiving a timely
26 settlement, rather than continued litigation in this Action or the related *Figueroa* Action
27 or *Swan* Action.
28

1 **2.4 The Parties' Intent.** It is the desire of the Parties to fully, finally, and
2 forever settle, compromise, and discharge any and all claims, rights, demands, charges,
3 complaints, obligations or liability of any and every kind that were or could have been
4 pled based on the factual allegations in the operative complaint in the Action arising
5 during the PAGA Period, including, but not limited to, the Released PAGA Claims. The
6 Parties also intend to effectuate the full scope of the Released PAGA Claims in this
7 Agreement.

8 **3. NON-ADMISSIONS OF LIABILITY**

9 **3.1** Defendant denies and continues to deny all of the allegations made by
10 Plaintiff in the Action, and denies and continues to deny that it is liable or owes any
11 damages, penalties or other compensation or remedies to anyone with respect to the
12 alleged facts or claims asserted in the Action. Defendant denies any liability or
13 wrongdoing of any kind in connection with Plaintiffs' claims, and contends that, during
14 all relevant times, it complied with all applicable California and federal law. Nonetheless,
15 without admitting or conceding any liability or damages whatsoever, and without
16 admitting that a representative action is appropriate except for settlement purposes alone,
17 Defendant has agreed to settle the Action on the terms and conditions set forth in this
18 Agreement, to avoid the burden, expense, and uncertainty of continuing with litigation.

19 **3.2** The Parties understand and agree this Agreement and any exhibits thereto
20 are settlement documents and shall be inadmissible for the purpose of showing liability
21 against Defendant or the Released Parties. However, the Parties agree that, to the extent
22 permitted by law, this Agreement may be pleaded as a full and complete defense to, and
23 may be used as the basis for an injunction against any action, suit, or other proceeding
24 that may be instituted, prosecuted, or attempted in breach of this Agreement.

25 **4. FINANCIAL TERMS OF THE SETTLEMENT**

26 **4.1 Gross Settlement Amount.** Subject to the terms and conditions of this
27 Agreement, Defendant shall pay the gross settlement amount not to exceed \$720,000.00,
28 which includes Attorneys' Fees and Costs, Enhancement Award to Plaintiff, Net

1 Settlement Amount, and Settlement Administrator's Expenses to Settlement
2 Administrator. The Gross Settlement Amount is a material term of the Agreement and
3 shall not be increased for any reason.

4 **4.2 Attorneys' Fees And Costs.** Plaintiff's Counsel will apply to the Court for
5 an award of Attorneys' Fees not to exceed 33.33% of the Gross Settlement Amount, or
6 \$239,976.00, and reasonable documented costs directly incurred for purposes of the
7 Action, as supported by declarations. Except as provided in this Agreement, Defendant
8 shall have no liability for any other attorneys' fees, costs or expenses in connection with
9 the Action.

10 4.2.1 Plaintiff's Counsel will be responsible for submitting all documents to
11 support their request for attorneys' fees, costs, and expenses in connection with the
12 Action. Defendant agrees not to oppose or object to Plaintiff's Counsel's request for
13 Attorneys' Fees and Costs if they are made in accordance with the terms of this
14 Agreement

15 4.2.2 The Court's approval of the Attorneys' Fees and Costs is not a
16 material term of the Agreement. Subject to paragraph 4.2.4, if the Court does not
17 approve or approves only a lesser amount than that requested by Plaintiff's Counsel for
18 Attorneys' Fees and Costs, the other terms of the Agreement shall still apply. The
19 Court's refusal to approve the Attorneys' Fees and Costs requested by Plaintiff's Counsel
20 does not give the Plaintiff, Aggrieved Employees, or Plaintiff's Counsel any basis to
21 abrogate the Agreement. Subject to paragraph 4.2.4, any amount of Attorneys' Fees and
22 Costs requested by Plaintiff's Counsel but unapproved by the Court shall be part of the
23 Net Settlement Amount.

24 4.2.3 Plaintiff's Counsel may elect to have the Settlement Administrator,
25 directly or indirectly, disburse all or part of his Court-approved attorneys' fees award
26 paid to him in periodic payments, through a structured settlement and/or to an assignee.
27 Plaintiff's Counsel will bear any and all costs, fees, and expenses of administration for
28 any periodic payments of such award and shall be fully responsible for any taxes, costs,

1 liabilities, attorneys' fees, and/or penalties resulting from any issues, claims, and/or
2 disputes arising out of, related to, or incurred in connection with any such periodic
3 payments, including without limitation, any such issues, claims, and/or disputes brought
4 by the state or federal government concerning the payment of taxes thereon. Plaintiff's
5 Counsel shall indemnify, defend, and hold Defendant and Defense Counsel harmless for
6 any and all taxes, costs, liabilities, attorneys' fees, and/or penalties resulting from any
7 issues, claims, and/or disputes arising out of, related to, or incurred in connection with
8 any such periodic payments.

9 4.2.4 To the extent the Court approves any award for attorneys' fees that
10 does not equal one third of the Gross Settlement Amount, Plaintiff's Counsel retains the
11 right to appeal the Court's award. Should Plaintiff's Counsel appeal the Court's award,
12 the difference between the amount awarded and the amount disputed on appeal shall be
13 retained by the Settlement Administrator pending Plaintiff's Counsel's appeal. After
14 resolution of any appeal, any funds not awarded to Plaintiff's Counsel then in possession
15 of the Settlement Administrator will be added to the Net Settlement Amount to be
16 distributed in accordance with the terms of the Agreement, and Plaintiff's Counsel shall
17 pay any additional costs incurred by the Settlement Administrator for this purpose. The
18 Attorneys' Fees and Costs are not a material term of the Agreement. If the Court reduces
19 the amount of Attorneys' Fees and Costs, all other terms of this Agreement shall remain
20 in effect.

21 **4.3 Enhancement Award.** Subject to the Court's approval, Defendant agrees to
22 pay an Enhancement Awards to Plaintiff, in an amount not to exceed \$2,000.00. The
23 Enhancement Award shall be paid from the Gross Settlement Amount, as an
24 enhancement for his services as the representative of the Aggrieved Employees and State
25 of California, and additional claims released by Plaintiff. The Enhancement Award shall
26 be in addition to any pro rata share of the PAGA Payment that Plaintiff may otherwise
27 receive under the Agreement.
28

1 4.3.1 Defendant will not oppose Plaintiff's request for the Enhancement
2 Award. Defendant will not deduct any payroll taxes from the Enhancement Award
3 because the Parties agree that the Enhancement Award is not considered to be payment of
4 wages. Plaintiff will be responsible for correctly characterizing this compensation for tax
5 purposes and for paying any taxes owing on said amount. Plaintiff shall indemnify and
6 hold harmless Defendant from any claim or liability for taxes, penalties, or interest
7 arising as a result of the payment of the Enhancement Award.

8 4.3.2 The Court's approval of the Enhancement Award is not a material
9 term of the Agreement. The Parties agree that a denial or reduction by the Court of the
10 requested Enhancement Award is not a basis for rendering the entire Agreement voidable
11 or unenforceable. Any reductions by the Court of the Enhancement Award shall be part
12 of the PAGA Payment.

13 **4.4 Settlement Administration Cost.** Subject to the Court's approval,
14 Defendant agrees to pay the Settlement Administrator the Settlement Administrator's
15 Expenses, currently estimated at \$6,255.00, for the administration of this Settlement. The
16 Settlement Administrator's Expenses shall be paid from the GSA. Any reduction by the
17 Court or any unused amount shall re-vert to the PAGA Payment. The Settlement
18 Administrator shall assist in all aspects of the settlement process for the Action,
19 including, but not limited to:

20 4.4.1 Establishing a separate employer identification number and a
21 Qualified Settlement Fund, tax reporting, making tax payments, providing required 1099
22 and W-2 forms;

23 4.4.2 Calculating and distributing Attorneys' Fees and Costs, Enhancement
24 Awards, Net Settlement Amount, including Aggrieved Employee Settlement Amount and
25 LWDA Payment, and Settlement Administration Cost;

26 4.4.3 Printing, distributing, tracking, sending, and resending of Notice to
27 Aggrieved Employees With Distribution of PAGA Payment pursuant to the terms of this
28 Agreement; and

1 4.4.4 Tracking and distributing any unclaimed Qualified Settlement Funds
2 to the California State Controller's Office pursuant to California's Unclaimed Property
3 Law.

4 **4.5 Net Settlement Amount.** After deducting (i) the court-approved Attorneys'
5 Fees And Costs, (ii) the court-approved Enhancement Award, and (iii) the court-
6 approved Settlement Administrator's Expenses, the remainder of the Gross Settlement
7 Amount is the Net Settlement Amount, which consists of the LWDA Payment and the
8 Aggrieved Employee Settlement Amount. For tax purposes, the Parties agree that the
9 PAGA Payment allocated to the Aggrieved Employees shall be considered penalties, for
10 which a Form 1099 will be issued to reflect these payments. Aggrieved Employees will
11 be responsible for paying any personal income taxes owed on the amounts they receive.
12 Funds contained in the settlement checks that are returned as undeliverable and in
13 settlement checks uncashed for more than 180 days after issuance will be tendered to the
14 California State Controller's Office - Unclaimed Property Fund, to be held in the name of
15 the Aggrieved Employee.

16 **4.6 No Impact On Employee Benefit Plans.** None of the payments made
17 pursuant to the Agreement shall be considered for purposes of determining eligibility for,
18 vesting or participation in, or contributions to any benefit plan, including, without
19 limitation, all plans subject to the Employee Retirement and Income Security Act of 1974
20 ("ERISA"). Any distribution of payments to Plaintiff and Aggrieved Employees shall
21 not be considered as a payment of wages or compensation under the terms of any
22 applicable benefit plan and shall not affect participation in, eligibility for, vesting in, the
23 amount of any past or future contribution to, or level of benefits under any applicable
24 benefit plan. Any amounts paid will not impact or modify any previously credited hours
25 of service or compensation taken into account under any benefit plan sponsored or
26 contributed to by Defendant or any jointly-trusted benefit plan. For purposes of this
27 Agreement, "benefit plan" means each and every "employee benefit plan," as defined in
28 29 U.S.C. § 1002(3), and, even if not thereby included, any 401(k) plan, bonus, pension,

1 stock option, stock purchase, stock appreciation, welfare, profit sharing, retirement,
2 disability, vacation, sick time or pay, severance, hospitalization, insurance, incentive,
3 deferred compensation, or any other similar benefit plan, practice, program, or policy.

4 **5. RELEASES**

5 **5.1 Release By Plaintiff, The State Of California, And The Aggrieved**
6 **Employees.** Plaintiff, on behalf of himself, the State of California, and the Aggrieved
7 Employees fully and finally release and forever discharge the Released Parties from any
8 and all Released PAGA Claims during the PAGA Period. As a result of this release,
9 Plaintiff, the State of California, and the Aggrieved Employees will not be able to bring a
10 claim or seek civil penalties based on the Released PAGA Claims that took place during
11 the PAGA Period.

12 **5.2 Additional Release By Plaintiff.** In addition to the Released PAGA Claims,
13 upon the Effective Date, Plaintiff will generally release and forever discharge the
14 Released Parties, to the fullest extent permitted by law, of and from any and all claims,
15 known and unknown, asserted and not asserted, which Plaintiff has or may have against
16 the Released Parties as of the date of execution of this Agreement. For the purpose of
17 implementing a full and complete release and discharge of the Released Parties, Plaintiff
18 expressly waives all rights provided by Civil Code section 1542, or any other similar
19 provisions of applicable law, which are as follows: “A general release does not extend to
20 claims that the creditor or releasing party does not know or suspect to exist in his or her
21 favor at the time of executing the release and that, if known by him or her, would have
22 materially affected his or her settlement with the debtor or released party.”

23 **5.3 Injunction From Pursuing Released Claims.** Plaintiff, the State of
24 California, and the Aggrieved Employees shall be enjoined from filing, initiating, or
25 continuing to prosecute any actions, claims, complaints, or proceedings in any court, or
26 with the Division of Labor Standards Enforcement (“DLSE”), or with the LWDA, or the
27 United States Department of Labor (“DOL”), or with any other entity regarding the
28 claims released in the Agreement. This Settlement is conditioned upon the release by

1 Plaintiff, the State of California, and Aggrieved Employees as described herein, and upon
2 covenants by these individuals that they will not participate in any actions, lawsuits,
3 proceedings, complaints, or charges brought by the DLSE, LWDA, DOL, or by any other
4 agency, persons, or entity in any court or before any administrative body related to the
5 claims released in this Agreement. In the event that any court or administrative agency
6 does not order injunctive relief, Defendant shall have the right to file a motion for
7 summary judgment or any other pleading or paper to enforce the terms of this
8 Agreement. Plaintiff's Counsel will not oppose, contest or interfere with efforts by
9 Defendant to oppose any attempt to bring such released claims against Defendant.

10 **6. COMPUTATION OF SETTLEMENT PAYMENTS TO AGGRIEVED**
11 **EMPLOYEES**

12 **6.1 Payments Based On Pay Periods.** The PAGA Payment will be distributed
13 to Aggrieved Employees based on their number of Pay Periods worked during the PAGA
14 Period. Defendant shall provide records (i.e., the Data List) to the Settlement
15 Administrator, showing the total Pay Periods of Aggrieved Employees during the PAGA
16 Period. Defendant's records shall be determinative for purposes of calculating the
17 number of Pay Periods worked and any payments to the Aggrieved Employees.

18 **6.2 Distribution Of PAGA Payment.** Individual Settlement Payments to
19 Aggrieved Employees will be determined by dividing the Aggrieved Employee
20 Settlement Amount (25% of the Net Settlement Amount, which is allocated to Aggrieved
21 Employees) by the total number of Pay Periods, and then multiplying the resulting figure
22 by the number of Pay Periods of each Aggrieved Employee during the PAGA Period.
23 The Settlement Administrator will issue appropriate tax forms for all payments issued
24 under this Agreement. The payments made under this Agreement will be made with
25 respect to the PAGA claims for all Aggrieved Employees and the individual claims for
26 Plaintiff; accordingly, the payments shall be distributed without a claims process or an
27 opportunity to object or opt out.
28

7. SETTLEMENT APPROVAL PROCEDURE

7.1 **Approval Of Settlement Terms.** Upon execution of this Agreement, Plaintiff's Counsel shall promptly prepare the Motion For Approval of PAGA Settlement to be filed in the Action. The Motion For Approval of PAGA Settlement shall seek an order to approve the proposed settlement according to the terms in this Agreement. The Motion For Approval of PAGA Settlement also shall seek an order that provides for the Notice to be sent to Aggrieved Employees as specified in this Agreement. The Motion For Approval of PAGA Settlement shall include the bases for the GSA and why the amount is reasonable in light of the facts and controlling authorities pertaining to the claims alleged in the Action.

7.2 **Entry Of Judgment.** The Parties shall request that the Court issue Judgment in accordance with this Agreement and without further fees or costs to any party except as expressly set forth in this Agreement. In the event either the Court fails to enter final judgment in accordance with this Agreement, or such final judgment is vacated or reversed, the Parties shall revert to their respective position before the Settlement was reached, as if no settlement had been attempted, unless the Parties jointly agree to seek reconsideration or appellate review of the ruling or approval of a renegotiated settlement.

7.3 **Notice To The LWDA.** Plaintiff's Counsel shall give written notice of the PAGA Settlement to the LWDA simultaneously with the filing of the Motion For Approval of PAGA Settlement in the Action pursuant to Labor Code section 2699(1)(2).

8. NOTICE TO AGGRIEVED EMPLOYEES

8.1 **Data List.** Defendant shall provide the Settlement Administrator with the Data List with-in 30 calendar days after the Court grants approval of the proposed Settlement. The Data List is being provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of Data List. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Settlement.

1 **8.2 Mailing Of Notice To Aggrieved Employees With Distribution of PAGA**
2 **Payment.** The Settlement Administrator shall use First Class U.S. Mail to mail the
3 Notice to Aggrieved Employees With Distribution of PAGA Payments within 15
4 calendar days of the receipt of the Data List, using the most current, known mailing
5 address for each Aggrieved Employee based on information provided by Defendant. The
6 Notice to Aggrieved Employees With Distribution of PAGA Payment will state as
7 follows: “Essex Property Trust, Inc. has entered into a compromise and settlement with
8 the State of California in connection with claims brought under the Private Attorneys
9 General Act. As part of this compromise and settlement, the Court has ordered the
10 enclosed settlement check.” A copy of the Notice to Aggrieved Employees is attached
11 hereto as **Exhibit A.**

12 **8.3 Non-Delivered Notices Or Checks.** Any mailing returned to the Settlement
13 Administrator as undeliverable shall be re-mailed within five calendar days via First
14 Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is
15 provided, the Settlement Administrator shall attempt to determine the correct address
16 using the National Change of Address Data-base maintained by the United States Postal
17 Service for a single re-mailing via First Class U.S. Mail within five calendar days. If the
18 National Change of Address Database does not provide a correct address, the Settlement
19 Administrator shall attempt to determine the correct address using the Class Member’s
20 Social Security number and any available information provided by Defendant.

21 **9. FUNDING AND DISTRIBUTING OF THE GROSS SETTLEMENT**
22 **AMOUNT**

23 **9.1 Funding Of Gross Settlement Amount.** The Settlement Administrator
24 shall establish a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal
25 Revenue Code for purposes of administering the Settlement. The Settlement
26 Administrator shall furnish the Qualified Settlement Fund with its own Employer ID
27 Number and calculate all settlement checks and withholdings required under law based
28 on information that will be confidentially furnished by Defendant. Within 30 calendar

1 days after the Effective Date, Defendant shall deposit the Gross Settlement Amount into
2 an interest bearing escrow account with the Settlement Administrator, provided that the
3 Settlement Administrator timely and promptly provides funding instructions to
4 Defendant.

5 **9.2 Timing Of Disbursement Of Gross Settlement Amount.**

6 **9.2.1 Attorneys' Fees And Costs.** Subject to the terms of the Agreement,
7 the Settlement Administrator shall distribute payment of any approved Attorneys' Fees
8 And Costs within 15 calendar days after the funding of the Gross Settlement Amount.
9 This is the same date that the Net Settlement Amount will be distributed to Aggrieved
10 Employees. The Settlement Administrator shall issue an Internal Revenue Service Form
11 1099 to Plaintiff's Counsel for any Attorneys' Fees And Costs payment, based on the
12 allocation communicated by Plaintiff's Counsel. Plaintiff's Counsel shall be solely and
13 legally responsible for paying all applicable taxes on any Attorneys' Fees And Costs and
14 shall indemnify and hold harmless Defendant from any claim or liability for taxes,
15 penalties, or interest arising as a result of the payment.

16 **9.2.2 Enhancement Award.** Subject to the terms of the Agreement, the
17 Settlement Administrator shall pay to Plaintiff any approved Enhancement Award within
18 15 calendar days after the funding of the Gross Settlement Amount. The Settlement
19 Administrator shall issue an IRS Form 1099 to Plaintiff for any Enhancement Award.
20 Plaintiff shall be solely and legally responsible for paying all applicable taxes on any
21 Enhancement Award and shall indemnify and hold harmless Defendant from any claim or
22 liability for taxes, penalties, or interest arising as a result of the payments.

23 **9.2.3 Settlement Administrator's Expenses.** The Settlement
24 Administrator shall pay itself any approved Settlement Administrator's Expenses within
25 15 calendar days after the funding of the Gross Settlement Amount. The Settlement
26 Administrator shall be solely and legally responsible for paying all applicable taxes on
27 any Settlement Administrator's Expenses and shall indemnify and hold harmless
28

1 Defendant from any claim or liability for taxes, penalties, or interest arising as a result of
2 the payment.

3 **9.2.4 Distribution Of Net Settlement Amount.** The Settlement
4 Administrator shall distribute LWDA Payment (75% of the Net Settlement Amount) to
5 the LWDA and all Individual Settlement Payments (25% of the Net Settlement Amount)
6 to Aggrieved Employees within 15 calendar days after the funding of the Gross
7 Settlement Amount. The Settlement Administrator shall issue any necessary IRS Form
8 1099 statements to Aggrieved Employees for their respective share of the Net Settlement
9 Amount. Aggrieved Employees shall be solely and legally responsible for paying all
10 other applicable taxes on their respective share of the PAGA Payment and shall
11 indemnify and hold harmless Defendant from any claim or liability for taxes, penalties, or
12 interest arising as a result of the payments.

13 **9.3 Undeliverable Or Uncashed Checks.**

14 9.3.1 The Settlement Administrator shall maintain a list of the postmark
15 date for the original mailing of the Individual Settlement Payments to Aggrieved
16 Employees checks, if any, to the Aggrieved Employees, the postmark date of any
17 subsequent mailing to any Aggrieved Employees, and a list of any individuals who did
18 not receive the settlement checks due to the inability to locate a valid address using the
19 procedures described herein above in Section 8.2 or who otherwise could not be located
20 within two attempts at mailing.

21 9.3.2 All Individual Settlement Payments to Aggrieved Employees checks
22 will remain valid and negotiable for 180 days from the date of their mailing by the
23 Settlement Administrator. After 180 calendar days from the date of mailing, the checks
24 shall become null and void, and any monies remaining in the distribution account shall be
25 distributed by the Settlement Administrator to the California State Controller's Office
26 pursuant to California's Unclaimed Property Law. No part of the PAGA Payment shall
27 be returned to Defendant.
28

9.3.3 For any Aggrieved Employees for whom the settlement checks were deemed undeliverable, the funds associated with the settlement payment will be distributed to the California State Controller's Office pursuant to California's Unclaimed Property Law.

10. MISCELLANEOUS PROVISIONS

10.1 Interim Stay Of Proceedings. The Parties agree to refrain from further litigation in the Action, except such proceedings necessary to implement and to obtain approval of the terms of the Agreement. If the Settlement is not finally approved, the Parties agree that they will revert to their positions in the lawsuit before the time the Agreement was reached, and no terms set forth in this Agreement will be admissible in any future proceedings in this case or any other action.

10.2 Stipulation To Representative Action For Settlement Purposes Only. The Parties agree to stipulate that the representative action is appropriate for purposes of the settlement only. If, for any reason, the settlement is not approved, the stipulation will be void, and Defendant shall have the full opportunity to file any motion to challenge liability for the PAGA claims or to challenge the manageability of PAGA claims. The Parties further agree that the stipulation is not an admission or waiver by Defendant to challenge the propriety of the PAGA claims, including whether PAGA claims are appropriate for adjudication on a representative basis.

10.3 Mutual Cooperation. Plaintiff, Defendant, Plaintiff's Counsel, and Defense Counsel agree to fully cooperate with each other to accomplish the terms of this Agreement, including, but not limited to, execution of such documents and taking such other action as may reasonably be necessary to implement the terms herein. The Parties agree to use their best efforts and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement.

10.4 Plaintiff's Counsel's Representation. Plaintiff's Counsel agrees and represents that he will not engage in any conduct to undermine the terms of the

1 Agreement. The Parties agree that verifiable electronic signatures are sufficient.
2 However, if the Court orders wet signatures, the Parties will follow the Court's Order.

3 **10.5 Parties' Authority.** The signatories hereto represent that they are fully
4 authorized to enter into this Agreement and are fully authorized to bind the Parties to all
5 terms stated herein. It is agreed this Agreement may be executed on behalf of the State of
6 California and the Aggrieved Employees and by Plaintiff and Plaintiff's Counsel.

7 **10.6 Binding Effect Of Settlement.** Although some Aggrieved Employees
8 might not receive the notice as provided under this Agreement, due to inability to locate
9 their current address following the procedures set forth in this Agreement, such
10 individuals shall nonetheless be bound by all of the terms of this Agreement and the order
11 approving the Settlement.

12 **10.7 Entire Agreement.** This Agreement constitutes the entire agreement
13 between the Parties with regard to the subject matter contained herein, and all prior and
14 contemporaneous negotiations and understandings between the Parties shall be deemed
15 merged into this Agreement. However, if the Court does not issue an Order for Approval
16 of this Agreement, and the Parties are unable to reach an understanding that satisfies the
17 Court's concerns, then Defendant shall have the right to seek enforcement of the MOU.

18 **10.8 Arms' Length Transaction; Materiality Of Terms.** The Parties have
19 arrived at this Agreement as a result of arm's length negotiations. Except as otherwise
20 stated in this Agreement, all terms and conditions of this Agreement in the exact form set
21 forth in this Agreement are material to this Agreement and have been relied upon by the
22 Parties in entering into this Agreement.

23 **10.9 Counterparts.** This Agreement may be executed in counterparts, and when
24 each party has signed and delivered at least one such counterpart, each counterpart shall
25 be deemed an original, and when taken together with other signed counterparts, shall
26 constitute one signed Agreement, which shall be binding upon and effective as to all
27 Parties.
28

1 **10.10 DocuSign Or Scanned Signatures.** Any party may sign and deliver this
2 Agreement by signing on the designated signature block and transmitting that signature
3 page via Docusign or as an imaged attachment. Any signature made and transmitted by
4 Docusign or as an imaged attachment for the purpose of executing this Agreement shall
5 be deemed an original signature for purposes of this Agreement and shall be binding
6 upon the party who transmits the signature page.

7 **10.11 Binding Effect.** This Agreement shall be binding upon the Parties and, with
8 respect to Plaintiff, the State of California, the LWDA, Aggrieved Employees, their
9 spouses, children, rep-representatives, heirs, administrators, executors, beneficiaries,
10 conservators, attorneys, and assigns.

11 **10.12 Construction.** The determination of the terms and conditions of this
12 Agreement has been by mutual agreement of the Parties. Each party participated jointly
13 in the drafting of this Agreement, and the terms and conditions of this Agreement are not
14 intended to be, and shall not be, construed against any party by virtue of draftsmanship.

15 **10.13 Severability Clause For Invalidity Of Any Provision.** Before declaring
16 any provision of this Agreement invalid, the Court shall first attempt to construe the
17 provisions valid to the fullest extent possible consistent with applicable precedents so as
18 to render all provisions of this Agreement valid and enforceable.

19 **10.14 No Prior Assignments Or Undisclosed Liens.** Plaintiff represents and
20 warrants that he has not assigned, transferred, conveyed, or otherwise disposed of, or
21 purported to assign, transfer, convey, or otherwise dispose of, any Released Claims or the
22 attorneys' fees and costs to be paid pursuant to this Agreement. Plaintiff further
23 represents and warrants that there are not any liens or claims against any of the amounts
24 to be paid by Defendant pursuant to this Agreement. Plaintiff agrees to defend, to
25 indemnify, and to hold Defendant harmless from any liability, losses, claims, damages,
26 costs, or expenses, including reasonable attorneys' fees, resulting from a breach of these
27 representations or from any lien or assignment.
28

1 **10.15 No Initiated Publicity.** Plaintiff's Counsel shall not take any action or
2 initiate to publicize, or cause to be publicized, directly or indirectly, the discussions
3 resulting in or the existence of this settlement or its terms, in any type of mass media,
4 including, but not limited to, speeches, press conferences, press releases, interviews,
5 television or radio broadcasts, blogs, websites, newspapers, Internet posting, Facebook,
6 Instagram, Twitter or any other social media, or information furnished to legal news
7 media, including but not limited to Bloomberg Law, Law 360, and the Daily Journal.
8 Plaintiff's Counsel shall not refer to Defendant by name in its public marketing materials,
9 law firm websites, or posting with any other organizations, such as the California
10 Employment Lawyers Association ("CELA"). Plaintiff's Counsel further agrees and
11 warrants that if he were contacted by media outlets regarding this case, he will simply
12 state that the lawsuit exists and has been resolved.

13 **10.16 Continuing Jurisdiction.** The Court shall retain jurisdiction over the
14 implementation of this Agreement as well as any and all matters arising out of, or related
15 to, the implementation of this Agreement and settlement. The Court shall not have
16 jurisdiction to modify the terms of the Agreement without the consent of all of the
17 Parties.

18 **10.17 Modification.** The Agreement may not be changed, altered, or modified,
19 except in writing and signed by the Parties hereto or their counsel of record. After
20 approval of the Settlement has been granted, the Settlement may not be modified except
21 by a writing signed by the Parties hereto or their counsel of record, and approved by the
22 Court.

23 **10.18 Disputes.** If the Parties have a dispute with regard to the language of this
24 Agreement, they agree to first attempt to resolve the dispute informally through good
25 faith negotiations, but if those efforts are unsuccessful, they agree to mediate any such
26 dispute, with Steven Serratore, the mediator that helped the Parties reach the Settlement.
27 The Parties will split the costs of the mediator, and all parties will bear their own fees and
28 costs.

10.20 Compliance with PAGA's Procedural Requirements. Plaintiff agrees that Plaintiff's Counsel will notify the LWDA of the Settlement and perform any and all statutory tasks as required by law necessary to effectuate consummation and approval of this Settlement. Plaintiff will promptly submit this Agreement to the LWDA and before the filing of the Motion For Approval Of The PAGA Settlement.

10.21 Papers To Be Filed With The Court. All papers to be filed with the Court by Defense Counsel or Plaintiff's Counsel in connection with this Agreement shall be submitted to the other party at least three business days before filing. The other party shall have no right to object to the papers unless they do not conform to the terms and conditions of this Agreement.

DATED: June ^{6/1}~~1/2~~, 2024
024

DocuSigned by:
By: 
82CB754EAC0640C
SALVADOR VELEZ,
Plaintiff

DATED: June^{17.00}, 2024

DocuSigned by:
By: 
ESSEX PROPERTY TRUST, INC.,
Defendant

1 DATED: June 18, 2024

SEYFARTH SHAW LLP



By: _____

Jon D. Meer
Leo Q. Li
Michael A. Sigall
David J. Kim
Attorneys for Defendant
ESSEX PROPERTY TRUST, INC.

EXHIBIT A

Date: / /2024

To: <<First Name>><<Last Name>>
<<Address>>
<<City>> <<State>> <<Zip>>

Re: **Settlement Payment from Velez v. Essex Property Trust, Inc.**
Superior Court of California for the County of San Diego,
Case No. 37-2023-00020787-CU-OE-CTL

Dear [First Name] [Last Name]:

Essex Property Trust, Inc. has entered into a compromise and settlement with the State of California in connection with claims brought under the Private Attorneys General Act. As part of this compromise and settlement, the Court has ordered the enclosed settlement check.

If you have any questions, please contact the court-approved settlement administrator, Phoenix Class Action Administration Solutions, using the information below:

Phoenix Class Action Administration Solutions

<<Address>>

<<City>> <<State>> <<Zip>>

Tel: () -

Email:

DO NOT CONTACT THE COURT ABOUT THIS SETTLEMENT.

Exhibit 2

Exhibit 3

Timesheet for Thomas D. Rutledge ICO*Velez, et al. v. Essex Property Trust, Inc., et al.*

Case No. 37-2023-00020787-CU-OE-CTL

Description**Time****Date**OF; conflict check; coms with C; drafted fee K; conflict check;
Requested PF; coms with CC

8

1/9/2023

1/10/2023

1/11/2023

1/12/2023

1/13/2023

1/14/2023

1/15/2023

1/16/2023

1/17/2023

1/18/2023

1/19/2023

1/20/2023

1/21/2023

1/22/2023

1/23/2023

1/24/2023

1/25/2023

1/26/2023

Velez v. Target- UF RD

0.5

1/27/2023

1/28/2023

1/29/2023

Velez v. Target - Drafted 2nd Req. for Records

0.5

1/30/2023

1/31/2023

2/1/2023

2/2/2023

2/3/2023

2/4/2023

2/5/2023

2/6/2023

2/7/2023

Velez UF RD

0.5

2/8/2023

RD; RF; Lft Msg with DC; drafted letter to DC Velez

1

2/9/2023

2/10/2023

2/11/2023

2/12/2023

2/13/2023

2/14/2023

2/15/2023

		2/16/2023
Coms with C; UF Velez	0.25	2/17/2023
		2/18/2023
		2/19/2023
		2/20/2023
		2/21/2023
		2/22/2023
		2/23/2023
		2/24/2023
		2/25/2023
		2/26/2023
		2/27/2023
		2/28/2023
		3/1/2023
		3/2/2023
RF; RD; Coms with C Velez	0.5	3/3/2023
		3/4/2023
		3/5/2023
		3/6/2023
		3/7/2023
		3/8/2023
		3/9/2023
		3/10/2023
		3/11/2023
		3/12/2023
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		3/28/2023
		3/29/2023
Drafted PAGA Complaint; Coms with C; research; RD - Velez	5	3/30/2023

Drafted PAGA Complaint; Coms with C; research; RD - Velez	8	3/31/2023
		4/1/2023
		4/2/2023
Filed PAGA Complaint with LWDA; coms with DC - Velez	2	4/3/2023
Coms with DC; RD - Velez	0.75	4/4/2023
RC; RD - Velez	0.35	4/5/2023
		4/6/2023
Coms with DC; RD - Velez	0.5	4/7/2023
		4/8/2023
		4/9/2023
		4/10/2023
		4/11/2023
Velez - Coms with C	0.15	4/12/2023
Settlement Coms with DC; coms with Cvelez	0.5	4/13/2023
Requested consumer report from CRA - Velez	1	4/14/2023
		4/15/2023
		4/16/2023
Research; RD - Velez	1	4/17/2023
		4/18/2023
		4/19/2023
		4/20/2023
		4/21/2023
		4/22/2023
		4/23/2023
Coms with C - Velez	0.15	4/24/2023
		4/25/2023
		4/26/2023
		4/27/2023
		4/28/2023
		4/29/2023
		4/30/2023
Velez- Coms with DC	0.25	5/1/2023
Velez- Coms with DC	0.15	5/2/2023
		5/3/2023
		5/4/2023
		5/5/2023
		5/6/2023
		5/7/2023
		5/8/2023
		5/9/2023
		5/10/2023
		5/11/2023
		5/12/2023

		5/13/2023
		5/14/2023
		5/15/2023
Edited Complaint;Filed Complaint - Velez	2.5	5/16/2023
UF; calendared deadlines; sent case out for service- Velez	1	5/17/2023
Coms with DC Velez	0.15	5/18/2023
		5/19/2023
		5/20/2023
Calendared CMS - Velez	0.15	5/21/2023
		5/22/2023
Created message to class members - Velez	0.5	5/23/2023
		5/24/2023
Filed Complaint with LWDA - Velez	0.35	5/25/2023
		5/26/2023
		5/27/2023
		5/28/2023
		5/29/2023
Drafted written discovery; coms with DC; drafted PO - Velez	7	5/30/2023
Drafted Belaire; Coms with DC - Velez	1	5/31/2023
pc with c - velez	0.25	6/1/2023
Coms with DC; RC; signed and mailed NOAR; RF - Velez	1	6/2/2023
		6/3/2023
		6/4/2023
		6/5/2023
		6/6/2023
PC with C - Velez	0.25	6/7/2023
		6/8/2023
		6/9/2023
		6/10/2023
		6/11/2023
Edited decl - Velez	0.25	6/12/2023
		6/13/2023
		6/14/2023
		6/15/2023
		6/16/2023
		6/17/2023
		6/18/2023
		6/19/2023
		6/20/2023
		6/21/2023
		6/22/2023
		6/23/2023
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		6/25/2023
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		6/29/2023
		6/30/2023
		7/1/2023
		7/2/2023
		7/3/2023
		7/4/2023
		7/5/2023
		7/6/2023
		7/7/2023
		7/8/2023
Coms with DC; RD; RF- Essex	0.25	7/9/2023
Coms with DC; RF Velez	0.25	7/10/2023
		7/11/2023
		7/12/2023
		7/13/2023
		7/14/2023
		7/15/2023
		7/16/2023
		7/17/2023
RC; coms with DC; drafted FAC; research - Velez	1	7/18/2023
		7/19/2023
Coms with DC; RC; drafted FAC; Filed FAC - Velez	2	7/20/2023
		7/21/2023
		7/22/2023
		7/23/2023
RD; UF; Coms with DC; re-served discovery - Velez	1	7/24/2023
RD; UF; Coms with DC; re-served discovery - Velez	0.25	7/25/2023
Coms with Chiro; RD; RC- Velez PI	0.25	7/26/2023
Coms with C; Coms with Chiro - Velez PI	1	7/27/2023
		7/28/2023
Meeting with C - Velez	3	7/29/2023
		7/30/2023
		7/31/2023
		8/1/2023
		8/2/2023
		8/3/2023
		8/4/2023
		8/5/2023
		8/6/2023

		8/7/2023
		8/8/2023
		8/9/2023
		8/10/2023
		8/11/2023
		8/12/2023
		8/13/2023
		8/14/2023
SC; rental props; Marketing; taxes; Stocks; Rd Trip to - Velez v back	0.5	8/15/2023
Velez v Backcounty SC; rental props; Marketing; taxes; Stocks; Rd Trip to	0.25	8/16/2023
		8/17/2023
Velez v. ESS PC with DC	1	8/18/2023
		8/19/2023
Velez v. ESS RD	0.15	8/20/2023
		8/21/2023
		8/22/2023
		8/23/2023
		8/24/2023
		8/25/2023
		8/26/2023
		8/27/2023
		8/28/2023
		8/29/2023
		8/30/2023
		8/31/2023
		9/1/2023
		9/2/2023
		9/3/2023
Velez v. ESS RD; researck; drafted arb demand	5	9/4/2023
Travel to court; status conference- Velez v. Ess - Sent Cert Mail	2 and 0.5	9/5/2023
Velez v. ESS PAGA - PC with DC	0.5	9/6/2023
		9/7/2023
		9/8/2023
		9/9/2023
		9/10/2023
RF; Drafted settlement letters - Velezv. Ess paga	3	9/11/2023
Court Apperracce and wait time; coms with C- Velez	1	9/12/2023
Coms with CM (Perez)- Velez	0.35	9/13/2023
Coms with CM - Velez	0.352	9/14/2023
		9/15/2023
		9/16/2023

		9/17/2023
Researched settlements and mediators; coms with C Velez v. ESS PAGA	2	9/18/2023
Velez v. ESS PAGA- Coms with DC	4	9/19/2023
Velez v. ESS PAGA Coms with DC; Req. PF; Edited Stips	3	9/20/2023
Coms with DC		9/21/2023
Coms with DC; Velez v. ESS	0.25	9/22/2023
		9/23/2023
		9/24/2023
rd; coms with dc Velez v. ESS PAGA	0.25	9/25/2023
Velez v. ESS PAGA Coms with topfiler	0.15	9/26/2023
Velez v. ESS PAGA Coms with DC; Coms with Ct.; Req. PF	1.25	9/27/2023
		9/28/2023
		9/29/2023
		9/30/2023
		10/1/2023
		10/2/2023
		10/3/2023
		10/4/2023
		10/5/2023
Calendared Status Conf. Velez v. ESS	0.25	10/6/2023
		10/7/2023
		10/8/2023
		10/9/2023
		10/10/2023
		10/11/2023
		10/12/2023
		10/13/2023
Velez - drafted and filed POS with JAMS	0.25	10/14/2023
		10/15/2023
		10/16/2023
		10/17/2023
		10/18/2023
		10/19/2023
		10/20/2023
		10/21/2023
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		10/29/2023
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		11/20/2023
		11/21/2023
		11/22/2023
		11/23/2023
		11/24/2023
		11/25/2023
		11/26/2023
UF; RC - Essex	0.15	11/27/2023
		11/28/2023
		11/29/2023
		11/30/2023
		12/1/2023
		12/2/2023
		12/3/2023
RF; Researched topfile case- Essex	1.25	12/4/2023
Research next steps Essex	0.25	12/5/2023
		12/6/2023
		12/7/2023
		12/8/2023
		12/9/2023
		12/10/2023

	12/11/2023
	12/12/2023
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		2/19/2024
		2/20/2024
		2/21/2024
		2/22/2024
		2/23/2024
		2/24/2024
		2/25/2024
		2/26/2024
Velez v. ESS - MP- RF	0.5	2/27/2024
Velez v. ESS - MP	0.25	2/28/2024
		2/29/2024
		3/1/2024
		3/2/2024
		3/3/2024
Velez v. ESS - Coms with DC; Coms with Med.	0.25	3/4/2024
		3/5/2024

		3/6/2024
		3/7/2024
		3/8/2024
		3/9/2024
		3/10/2024
Essex - MP	6	3/11/2024
Essex - MP	7	3/12/2024
Essex - MP	5	3/13/2024
Essex - MP	8	3/14/2024
Essex - MP	7.5	3/15/2024
		3/16/2024
		3/17/2024
		3/18/2024
		3/19/2024
		3/20/2024
		3/21/2024
		3/22/2024
		3/23/2024
		3/24/2024
		3/25/2024
		3/26/2024
		3/27/2024
		3/28/2024
Essex - MP	0.5	3/29/2024
		3/30/2024
		3/31/2024
Essex - MP	10	4/1/2024
Essex - MP	8	4/2/2024
Essex - MP	10	4/3/2024
Essex - MP	9	4/4/2024
Essex - MP	12	4/5/2024
Essex - MP	8	4/6/2024
Essex - MP	15	4/7/2024
Essex- MP	10	4/8/2024
Essex- MP	10	4/9/2024
Essex - Mediation	10	4/10/2024
Essex - RD; Edited MOUs; Coms with Ct.	4	4/11/2024
		4/12/2024
		4/13/2024
		4/14/2024
		4/15/2024
Essex-SA; coms with C	0.5	4/16/2024
Essex- SA	0.25	4/17/2024

		4/18/2024
		4/19/2024
		4/20/2024
		4/21/2024
		4/22/2024
		4/23/2024
		4/24/2024
Velez v. Ess/Essex - Bids; RF	0.25	4/25/2024
Velez v. Essex - Coms with DC; travel to LA to meet C	4.35	4/26/2024
		4/27/2024
		4/28/2024
		4/29/2024
		4/30/2024
Velez v. Essex - RD; RF; accounting; coms with SA; coms with DC	4	5/1/2024
		5/2/2024
		5/3/2024
		5/4/2024
Velez - UF; Coms with DC	0.5	5/5/2024
Velez - Called Ct.	0.15	5/6/2024
Velez - Called Ct.; scheduled hearing date	0.35	5/7/2024
Velez - RD; SA; Coms with DC; coms with Phoenix	1.5	5/8/2024
		5/9/2024
		5/10/2024
		5/11/2024
		5/12/2024
		5/13/2024
		5/14/2024
		5/15/2024
		5/16/2024
		5/17/2024
		5/18/2024
		5/19/2024
		5/20/2024
Velez v. Essex - Coms with DC; RD; RC	2	5/21/2024
Velez v. Essex - RC	0.15	5/22/2024
		5/23/2024
		5/24/2024
		5/25/2024
		5/26/2024
		5/27/2024
		5/28/2024
		5/29/2024
Velez - Coms with DC; RC	0.15	5/30/2024

		5/31/2024
		6/1/2024
		6/2/2024
		6/3/2024
		6/4/2024
		6/5/2024
		6/6/2024
		6/7/2024
		6/8/2024
		6/9/2024
		6/10/2024
		6/11/2024
		6/12/2024
		6/13/2024
		6/14/2024
		6/15/2024
		6/16/2024
		6/17/2024
Drafted moving papers; coms with DC	7	6/18/2024
		6/19/2024
Drafted moving papers; coms with DC	7	6/20/2024
Finalized papers; coms with DC; filed papers	5	6/21/2024
		6/22/2024
		6/23/2024
		6/24/2024
		6/25/2024
		6/26/2024
		6/27/2024
		6/28/2024
		6/29/2024
		6/30/2024
		7/1/2024
		7/2/2024
		7/3/2024
		7/4/2024
		7/5/2024
		7/6/2024
		7/7/2024
		7/8/2024
Appearance estimate; travel to hearing	2	7/9/2024
		7/10/2024
		7/11/2024
TOTAL HOURS		255.502

Exhibit 4

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
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The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

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

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

Exhibit 5



1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Credit Card Sale

Date	9/5/2023
Customer	0080553
Credit Sale	05287514
Amount Due	\$0

Bill To

Law Offices of Thomas Rutledge
16956 Via de Santa Fe, Suite 1847
Suite 1847
Rancho Santa Fe CA 92091

Order Number	21138873
Contact	Thomas Rutledge
Attorney	Thomas Rutledge
Billing Code	
Case Title	VELEZ vs Essex Property Trust Inc [IMAGED]
Court	Superior Court of California, San Diego County
Court Transaction Number	21794421
Case Number	37-2023-00020787-CU-OE-CTL
Documents	Request for Judicial Notice

ONE LEGAL FEES	AMOUNT
eFiling Charge	\$12.95
eServe Charge	\$4.00
Convenience Fee‡	\$0.50
SUBTOTAL	\$17.45

FEES SUMMARY	AMOUNT
One Legal Fees	\$17.45
TOTAL CHARGED	\$17.45

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Credit Card Sale

Date	7/25/2023
Customer	0080553
Credit Sale	05172367
Amount Due	\$0

Bill To

Law Offices of Thomas Rutledge
16956 Via de Santa Fe, Suite 1847
Suite 1847
Rancho Santa Fe CA 92091

Order Number	20838344
Contact	Thomas Rutledge
Attorney	Thomas Rutledge
Billing Code	
Case Title	VELEZ vs Essex Property Trust Inc [IMAGED]
Court	Superior Court of California, San Diego County
Court Transaction Number	21747747
Case Number	37-2023-00020787-CU-OE-CTL
Documents	Amended Complaint

ONE LEGAL FEES	AMOUNT
eFiling Charge	\$12.95
eServe Charge	\$1.00
Convenience Fee‡	\$0.41
SUBTOTAL	\$14.36

FEES SUMMARY	AMOUNT
One Legal Fees	\$14.36
TOTAL CHARGED	\$14.36

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Credit Card Sale

Date	5/17/2023
Customer	0080553
Credit Sale	04997095
Amount Due	\$0

Bill To

Law Offices of Thomas Rutledge
16956 Via de Santa Fe, Suite 1847
Suite 1847
Rancho Santa Fe CA 92091

Order Number	20429609
Contact	Thomas Rutledge
Attorney	Thomas Rutledge
Billing Code	
Case Title	VELEZ vs Essex Property Trust Inc [IMAGED]
Court	Superior Court of California, San Diego County
Court Transaction Number	21684248
Case Number	37-2023-00020787-CU-OE-CTL
Documents	Complaint,Civil Case Cover Sheet,Original Summons

STATUTORY DISBURSEMENTS*

AMOUNT

Court Filing Fee	\$435.00
SUBTOTAL	\$435.00

ONE LEGAL FEES

AMOUNT

eFiling Charge	\$12.95
Convenience Fee‡	\$13.21
SUBTOTAL	\$26.16

FEES SUMMARY

AMOUNT

Disbursements	\$435.00
One Legal Fees	\$26.16
TOTAL CHARGED	\$461.16

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



Thomas Rutledge <thomasrutledgelaw@gmail.com>

Transaction Details for your Online Services Purchase with Receipt Number PA-2023-253580607

1 message

donotreply@lacourt.org <donotreply@lacourt.org>
To: thomasrutledgelaw@gmail.com

Mon, Dec 4, 2023 at 9:24 PM

The details of your transaction on 12/4/2023 9:23 PM are listed below.

- **Receipt Number:** PA-2023-253580607
- **Credit Card Type:** Visa
- **Last 4 Digits of Credit Card:** 1942

Item	Cost
Stipulation and Order (name extension) JOINT STIPULATION TO STAY CASE (Pages 1-5)	\$5.00
Total	\$5.00

SERRATORE LAW

MEDIATION SERVICES

Writer's e-mail:
steve@serratorelaw.com

September 22, 2023

Matter: Salvador Velez, et al. v. Essex Property Trust

Date: April 10, 2024

Tax ID: 27-0366661

COSTS: MEDIATION FEES

½ of Mediation Fees (\$28,000.00)\$ 14,000.00

TOTAL AMOUNT DUE	\$14,000.00
PAYMENT DUE	March 20, 2024

Please Remit Payment to:

**Serratore Law, APC
350 South Grand Avenue, Suite 1800
Los Angeles, CA 90071**



Home

Invoice &
Payment

Users



Organization



Help Manager

Invoice & Payment

[Quick Tutorial](#)

Invoices

Accounts
ReceivablePayment
PreferencesInvoice
ContactsPurchase
OrderAccou
AcceAccount:
**4255VMNG6 - The Law Offices of Thomas D.
Rutledge**

Total Balance Due:

USD \$0.00

Pay on Account



Search item number...

All Items

Last 2 Years

☐ Select All

May 2024

Invoice 3095163782

USD \$261.33

✓ Paid

April 2024

Invoice 3095096382

USD \$261.33

✓ Paid

March 2024

Invoice 3095039269

USD \$261.33

✓ Paid

February 2024

Invoice 3094987145

USD \$261.33

✓ Paid

January 2024

Invoice 3094901335

USD \$261.33

✓ Paid

December 2023

Invoice 3094886088

USD \$237.14

✓ Paid

November 2023

Invoice 3094841057

USD \$180.90

✓ Paid

October 2023

Invoice 3094784134

USD \$180.90

✓ Paid

September 2023

Invoice 3094740613

USD \$180.90

✓ Paid

August 2023

Invoice 3094667082

USD \$180.90

✓ Paid

July 2023

Invoice 3094628343

USD \$180.90

✓ Paid

May 2024

Amount Due:

USD \$0.00 ✓ Paid

by 07/01/2024

Invoice Number: 3095163782 Invoice Date: May 31, 2024 Account Number: 4255VMNG6

Account Name:

The Law Offices of Thomas D. Rutledge

Mailing Address:

16956 Via De Santa Fe, Ste 1847, Rancho Santa Fe, CA 92091

[Download Invoice](#)**Note:** The invoice PDF reflects your balance at the time the invoice was created. The PDF may not match your real-time balance shown on this page.

Charges

Subscriptions **USD \$261.33**Taxes [Tax Report](#) [Tax Report](#)
USD \$0.00Payments/Prepayments **USD \$-261.33** ✓**Total Due** **USD \$0.00**

June 2023 Invoice 3094578000	USD \$180.90 ✓ Paid
May 2023 Invoice 3094497568	USD \$180.90 ✓ Paid
April 2023 Invoice 3094468082	USD \$180.90 ✓ Paid
March 2023 Invoice 3094380522	USD \$180.90 ✓ Paid
February 2023 Invoice 3094349629	USD \$180.90 ✓ Paid
January 2023 Invoice 3094278546	USD \$180.90 ✓ Paid
December 2022 Invoice 3094224546	USD \$180.90 ✓ Paid



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PROOF OF SERVICE

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

I, THOMAS D. RUTLEDGE, the undersigned, am employed in the County of San Diego, State of California; I am over the age of 18 and not a party to the within action; my business address is 16956 Via de Santa Fe, Suite 1847, Rancho Santa Fe, California 92091-4606.

On June 25, 2024, I served the foregoing document(s) described as:

**DECLARATION OF THOMAS D. RUTLEDGE ISO PLAINTIFFS'
UNOPPOSED EX PARTE APPLICATION TO APPROVE PAGA
SETTLEMENT**

on the interested parties to this action by placing a copy thereof enclosed in a sealed envelope addressed as follows: **See Attached List.**

☒ **(BY MAIL)** I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence was deposited with the United States Postal Service this same day in the ordinary course of business at our Firm's office address in San Diego, California.

☒ **(BY E-MAIL)** I am readily familiar with the business practice for collection and processing of correspondence for emailing. This correspondence was sent via email to the recipients' business email addresses identified above.

☐ **(BY OVERNIGHT DELIVERY SERVICE)** I served the foregoing document by Federal Express, an express service carrier which provides overnight delivery, as follows. I placed true copies of the foregoing document in sealed envelopes or packages designated by the express service carrier, addressed to each interested party as set forth above, with fees for overnight delivery paid or provided for.

☐ **(BY PERSONAL SERVICE)** I caused such envelope to be delivered by hand to the offices of the above named addressee(s).

Executed June 25, 2024, at San Diego, California.

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

THOMAS D. RUTLEDGE
/s/THOMAS D. RUTLEDGE

SERVICE LIST

Michael Sigall, Esquire
Seyfarth Shaw LLP
2029 Century Park East, Suite 3500
Los Angeles, California 90067-3021
msigall@seyfarth.com;LLi@seyfarth.com;JMeer@seyfarth.com

Attorneys for Defendant