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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO

NATASHA DENISE TAYLOR, on behalf
of herself and all others similarly situated,
and the general public,

Plaintiff,

vs.

REALTY INCOME CORPORATION, a
Maryland corporation; ROBERT HALF,
INC., a Delaware corporation; and DOES
1 through 50, inclusive,

Defendants.

Case No. 23-CIV-05673

Assigned for All Purposes To:

Hon. Jeffrey R. Finigan

Dept.: 24

**DECLARATION OF DAVID ARAKELYAN
IN SUPPORT OF PLAINTIFF'S MOTION
FOR APPROVAL OF PAGA
SETTLEMENT**

[filed concurrently with Plaintiff's Notice of
Motion and Motion; Declaration of Jodey
Lawrence; Declaration of Natasha Denise
Taylor; and [Proposed] Order]

Date: July 25, 2025

Time: 2:00 p.m.

Dept.: 24

Original Complaint filed: November 29, 2023

Trial Date: None set

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1 Plaintiff's individual PAGA claim. Defendant Realty Income Corporation joined the motion on
2 April 2, 2024.

3 7. After several postponements and an oral argument that took place on June 28, 2024, the
4 Court issued an Order granting the Motion to Compel Arbitration and Staying the Case on August
5 2, 2024.

6 8. On December 6, 2024, Defendant Robert Half, Inc. was dismissed from this lawsuit.

7 9. Prior to mediation, Plaintiff conducted comprehensive informal discovery and Defendant
8 Realty Income Corporation provided data and numbers and documents, including a sampling of
9 timekeeping records and wage statements relating to Plaintiff and Aggrieved Employees,
10 documents containing Defendant Realty Income Corporation's wage and hour policies, practices
11 and procedures, meal and rest break policies, reimbursement policy and summaries of data
12 pertaining to the number of employees allegedly affected by Defendant Realty Income
13 Corporation's wage and hour policies, practices and procedures. The information and data
14 exchanged by Plaintiff and Defendant Realty Income Corporation prior to and during mediation
15 and settlement negotiations were sufficient to reliably assess the merits of the Parties' respective
16 positions.

17 **SETTLEMENT NEGOTIATIONS AND TERMS**

18 10. On November 18, 2024, the Parties attended a half-day mediation with Scott Marcus.
19 With the assistance of a highly respected wage and hour mediator, the Parties agreed to the general
20 terms for settling this Action that were first memorialized in a Memorandum of Understanding and
21 thereafter in the long-form PAGA Settlement Agreement now before the Court for approval.

22 11. The Parties believe and agree that the Settlement provides for a fair, adequate, and
23 reasonable resolution of the Action and have arrived at the Settlement after extensive, arm's length
24 negotiations, considering all relevant factors, present and potential. PAGA Counsel believes that
25 the Settlement confers real benefits upon Plaintiff and the Aggrieved Employees and that an
26 independent review of the Settlement by the Court in the approval process will confirm this
27 conclusion.

28 12. For purposes of the Settlement, Aggrieved Employee or Aggrieved Employees are

defined as: “any individuals who were directly employed by Defendant Realty in California as non-exempt employees and who worked during at least one day in California during the PAGA Period” which is “the period from September 25, 2022, through the date the Court files an Order approving this PAGA settlement.” (Exh. 1, ¶ 1.4. and ¶ 1.20.) Based on its records, Defendant Realty Income Corporation estimates that there are approximately 143 Aggrieved Employees who worked a total of 5,000 pay periods during the PAGA Period as of the date of mediation. (Exh. 1, ¶ 4.1.) If the actual number of PAGA Pay Periods is more than 10% greater than 5,000, then the Gross Settlement Amount shall be increased in proportion to increase in PAGA Pay Periods above 10% (e.g., if the number of PAGA Pay Periods is 12% greater than 5,000, then the Gross Settlement Amount will be increased by 2%). (Exh. 1, ¶ 8.)

13. The Settlement Agreement requires Defendant Realty Income Corporation to pay a maximum, non-revisionary settlement amount of \$170,000.00 in full and final settlement of all claims alleged in the Operative Complaint and PAGA Notices (the “Gross Settlement Amount”). (Exh. 1, ¶ 3.1.) The Gross Settlement Amount will be allocated as follows, pending Court approval:

- a) Attorneys’ fees in the amount not to exceed 1/3 (One-Third) of the Gross Settlement Amount, which is currently estimated to be \$56,667.00 (“PAGA Counsel Fees Payment”), and litigation costs of not more than \$15,000.00 (“Litigation Expenses Payment”); (Exh. 1, ¶ 3.2.1.). Plaintiff’s actual costs are at \$12,661.45, including the estimated costs for this filing. Plaintiff’s Cost Log, showing those amounts, is attached hereto as **Exhibit 3**.
- b) Administration costs in the amount of up to \$5,000.00 to be paid to the Administrator (“Administration Expenses Payment”), Phoenix Class Action Administration Solutions (“Phoenix”), for sending notices and for calculating settlement shares and preparing all checks and mailings; (Exh. 1, ¶ 3.2.3.);
- c) Plaintiff’s Enhancement Award payment in the amount of \$5,000.00 to be paid to Plaintiff; (Exh. 1, ¶ 3.2.2.); and
- d) The remainder of the Gross Settlement Amount (the “Net Settlement Amount” or “PAGA Penalties”) after deducting the above costs is approximately

1 \$90,671.55 and shall be designated as PAGA Penalties to be allocated between
2 the LWDA and the Aggrieved Employees pursuant to Labor Code section
3 2699(i), with 75% (\$68,003.66) being paid to the LWDA (the “LWDA PAGA
4 Payment”) and 25% (\$22,667.89) being paid to the Aggrieved Employees on a
5 pro-rata basis (“Individual PAGA Payment”). (Exh. 1, ¶ 3.2.4.) The estimated
6 average that each Aggrieved Employee will receive is \$158.52 (dividing
7 \$22,667.89 with the total estimated number of Aggrieved Employees (143)). The
8 estimated amount that each Aggrieved Employee will receive per PAGA Pay
9 Period is \$4.53.

10 14. The Parties selected Phoenix to handle the notice and administration of the Settlement
11 based on the competitiveness of their bid, their competency in administering settlements, and their
12 responsiveness to the Parties’ counsel. (Exh. 1, ¶ 7.1.)

13 15. The Settlement Agreement defines released parties as “REALTY INCOME
14 CORPORATION and each of its affiliated or related entities, as well as former and present partners,
15 associates, employees, directors, officers, trustees, shareholders, owners, attorneys, agents of
16 Realty, insurers, predecessors, successors, assigns, and subsidiaries.” (Exh. 1, ¶ 1.27.)

17 16. Subject to this Court’s approval of the Settlement Agreement, and effective on the date
18 when Defendant Realty Income Corporation fully funds the entire Gross Settlement Amount,
19 Plaintiff and Aggrieved Employees will release claims against all Released Parties as follows:

- 20 a) Release by Aggrieved Employees: All Aggrieved Employees are deemed to
21 release, on behalf of themselves and their respective former and present
22 representatives, agents, attorneys, heirs, administrators, successors, and assigns,
23 the Released Parties from all claims for PAGA penalties that were alleged, or
24 reasonably could have been alleged, based on the PAGA Period facts stated in
25 the Operative Complaint and the PAGA Notice, including, but not limited to: (1)
26 failure to pay overtime wages; (2) failure to pay double time wages; (3) failure
27 to include all remuneration in calculating regular rate of pay; (4) failure to
28 provide meal periods; (5) failure to provide rest periods; (6) failure to pay meal

1 and rest period premiums; (7) failure to reimburse for necessary business
2 expenses; (8) failure to pay off-the-clock wages; (9) failure to provide accurate
3 wage statements; and (10) failure to pay final wages upon separation. This release
4 shall expressly include a release for PAGA claims under California Labor Code
5 Sections 201-203, 204, 210, 212, 213, 226, 226.3, 226.7, 226.8, 510, 512, 515,
6 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698,
7 2699, and the applicable IWC Wage Orders. This release shall also include a
8 release for claims under the California Unfair Competition Law, California
9 Business & Professional Code sections 17200, *et seq.* (Exh. 1, ¶ 5.1.)

10 17. From PAGA Counsel's review of the facts, strengths, and weaknesses of the case, the
11 risks and delays posed by further litigation, and PAGA Counsel's own prior litigation experience,
12 PAGA Counsel believes that the recovery for each Aggrieved Employee is fair and reasonable
13 taking into consideration the amounts received in other PAGA actions, the risks inherent in
14 litigation of this genre, and the reasonable tailoring of each Aggrieved Employee's claim to the
15 settlement award he or she will receive. Further, and based on the settlement negotiations, which
16 were extensive and conducted in good faith and at arm's length between attorneys with substantial
17 experience litigating PAGA actions, the Settlement was the product of a non-collusive settlement
18 process in which the parties were forced to make significant compromises in the interest of reaching
19 a full and complete settlement of the lawsuit.

20 **THE STRENGTH OF PLAINTIFF'S CASE**

21 **IN LIGHT OF THE SETTLEMENT AMOUNT**

22 18. Plaintiff alleges that Defendants violated various provisions of California law and seeks
23 civil penalties for the foregoing violations pursuant to PAGA. Under Labor Code § 2699,
24 specifically, Plaintiff alleged that Defendants:

- 25 • Failed to pay the Aggrieved Employees minimum wages and overtime by implementing
26 an unlawful time-rounding policy and practice which rounded down and reduced the
27 actual working hours recorded by Plaintiff and Aggrieved Employees. Furthermore,
28 Plaintiff and Aggrieved Employees were also consistently required to perform work

1 “off-the-clock” both before and after their shifts, including opening and scanning tax
2 bills.

- 3 • Failed to provide the Aggrieved Employees with compliant meal periods because they
4 were frequently interrupted during meal periods and regularly had to work through their
5 meal periods. Furthermore, Defendant failed to pay Plaintiff and Aggrieved Employees
6 premium pay wages at their appropriate regular rates of pay for each meal and rest
7 period denied.
- 8 • Failed to provide the Aggrieved Employees with compliant rest periods as they
9 frequently received interrupted, shortened, or no rest periods.
- 10 • Failed to reimburse the Aggrieved Employees for business expenses, including the use
11 of their personal cell phones for work-related activities.
- 12 • Failed to provide accurate wage statements as mandated by law pursuant to Labor Code
13 section 226, including the failure to include all hours worked by the Aggrieved
14 Employees.

15 19. Defendant denied and continues to deny all of the claims made by Plaintiff in this Action
16 and contends that it acted at all relevant times in conformance with the law. Defendant contends
17 that Plaintiff and the Aggrieved Employees were paid for all hours worked, that Plaintiff and the
18 Aggrieved Employees were instructed and required to report all hours worked. Defendant also
19 contends that it prohibited Plaintiff and the Aggrieved Employees from working beyond their
20 scheduled shifts, and that any alleged off-the-clock work was performed without Defendant’s
21 knowledge and was de minimis; that Defendants provided lawfully compliant meal and rest periods
22 and that any deviations were at the voluntary election of Plaintiff and/or the Aggrieved Employees
23 and not at the request of Defendant or due to work requirements; that Defendant paid all wages due
24 on a timely basis and using Labor Code compliant instruments; that Defendant’s wage statements
25 complied with the law; and that neither Plaintiff nor any Aggrieved Employees incurred reasonable
26 business related expenses for which they were not reimbursed. Defendant further contends that the
27 above defenses are supported by their written policies applicable to Plaintiff and Aggrieved
28 Employees. As a result, PAGA Counsel had to appropriately discount the amount recoverable from

1 Defendant in a settlement.

2 **PAGA Penalties**

3 20. The Private Attorneys General Act, Labor Code § 2699 *et seq.*, allows Plaintiff to obtain
4 civil penalties on behalf of themselves and other aggrieved employees for Defendants' violation of
5 any provision of the Labor Code enumerated under Labor Code § 2699.5. Where civil penalties are
6 provided in the statute, those civil penalties are recoverable; where no civil penalties are
7 recoverable, Labor Code § 2699(f) establishes civil penalties of one hundred dollars (\$100) for each
8 aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each
9 aggrieved employee per pay period for each subsequent violation. Pursuant to Labor Code §
10 2699(i), seventy-five (75) percent of the penalties recovered must be allocated to the LWDA, with
11 the remaining twenty-five (25) percent allocated to the affected employees. However, under *Amaral*
12 *v. Cintas*, 163 Cal. App. 4th 1157, 1207-09 (2008) the Court held that a lower penalty amount of
13 \$100 per violation applies in the absence of a determination that a violation actually occurred.

14 21. Plaintiff estimated that the maximum potential exposure on the PAGA claim is
15 \$500,000.00, calculated by multiplying the total number of PAGA Pay Periods (5,000) by \$100 per
16 violation. Plaintiff's calculation of the total potential exposure on the PAGA claim was based on
17 one PAGA penalty per pay period (i.e., Plaintiff did not stack the PAGA penalties in her damages
18 calculation).

19 22. Case law supports the notion that it is inappropriate to "stack" penalties for multiple
20 violations, particularly when those violations all stem from the same alleged "injury" *Aguirre v.*
21 *Genesis Logistics*, 2015 U.S. Dist. LEXIS 78748 (citing *Villacres v. ABM Indus., Inc.*, 189
22 Cal.App.4th 562, 577 (2010)). ("One injury gives rise to only one claim for relief...The violation
23 of one primary right constitutes a single cause of action."; *Crowley v. Katleman*, 8 Cal. 4th 666,
24 681-82) (1994); *Li v. A Perfect Day Franchise, Inc.*, 2012 WL 2236752, *17 (N.D. Cal.2012)
25 ("There is no authority that "would permit double recovery of essentially the same penalties.")

26 23. PAGA penalties are not mandatory but permissive. Labor Code § 2699(e)(2) states that
27 "a court may award a lesser amount than the maximum civil penalty amount specified by this part
28 if, based on the facts and circumstances of the particular case, to do otherwise would result in an

award that is unjust, arbitrary and oppressive, or confiscatory.” (See *Thurman v. Bayshore* (2012) 203 Cal. App. 4th 1112 (substantially reducing PAGA penalties by 30% under this provision) (emphasis added); see also *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018) (affirming penalty reduction of 90% for practice that resulted in meal periods occasionally starting minutes after the fifth hour of work); *Sanchez v. McDonald’s Corp.* (2017), LASC Case No. No. BC 499888 (98% reduction from \$41 million to \$775,000); *Ghrdilyan v. RJ Financial* (2012), LASC Case No. BC430633 (94% reduction from \$5.4 million to \$325,000); *Fleming v. Covidien, Inc.* (2011), USDC Case No. ED CV 10-01487-RGK (OPx) (87% reduction from \$2.8 million to \$375,000).). In departing from the \$100/pay period calculation to arrive at the \$170,000.00 Gross Settlement Amount in this case, Plaintiff considered what the realistic potential exposure could be and why the Court may reduce any eventual recovery at its discretion, including Defendant’s defenses to the claims and the potential manageability issues with PAGA claims at trial. Based on those considerations, Plaintiff applied a discount of 60% to the maximum potential exposure (which equates to \$40 penalty per pay period) to get a realistic potential exposure of \$200,000.00 (5,000 pay periods x \$40 penalty per pay period).

24. The Gross Settlement Amount of \$170,000.00 is 85% of the realistic potential exposure of \$200,000.00. This is an excellent result for the State and Aggrieved Employees in light of the strengths and weaknesses of the case and the risks and delays posed by further litigation.

REQUEST FOR ATTORNEYS’ FEES AND COSTS

25. Pursuant to the Settlement Agreement, PAGA Counsel is requesting an award of attorneys’ fees in the amount of **\$56,667.00** and an award of litigation costs to PAGA Counsel of **\$12,661.45**, which is lower than the requested \$15,000.00 “not-to-exceed” amount in the Settlement Agreement. D.Law, Inc.’s cost log for this matter is attached hereto as **Exhibit 3**.

26. This request is fair, reasonable, and adequate to compensate PAGA Counsel for the substantial work they have put into this case and, moreover, the risk they assumed by taking it in the first place. The attorneys’ fees award is intended to reimburse PAGA Counsel for all uncompensated work that they have already done and for all the work they will continue to do in carrying out and overseeing the notification to the Aggrieved Employees, communicating with

1 Aggrieved Employees regarding their claims, and assisting in the administration of the Settlement
2 if it is approved.

3 27. Throughout this case, PAGA Counsel have borne, and continue to bear, the entire risk
4 and cost of litigation associated with this Action on a purely contingency basis. As a result, PAGA
5 Counsel have yet to receive any compensation for the amount of time and money invested in the
6 case to date.

7 28. Contingent-fee cases present the very real risk of working hundreds if not thousands of
8 hours that may never be entirely compensated. Moreover, while the case is being litigated, counsel
9 must pay overhead (salaries, rent, etc.), provide for their own expenses, and in most cases pay the
10 out-of-pocket expenses incurred on the plaintiff's behalf. And the prospect of a court-awarded fee
11 does not greatly reduce the risk posed by these cases. In many cases, the prospect is nothing more
12 than a potential that never materializes. First, you must win the case to get a court-awarded fee;
13 even those cases that seem strongest at the onset can be lost and sometimes are lost. Second, there
14 are always the pitfalls and unforeseen obstacles that arise along the way, such as settlement offers
15 that the client may accept without ensuring that we receive a reasonable fee or changes in the law
16 that substantially affect the merits of the case, or other uncertainties involving the client. Finally,
17 there is the great risk inherent in advancing tens if not hundreds of thousands of dollars in out-of-
18 pocket expenses. If that money were to be invested in some sort of financial investment, one would
19 expect a reasonable rate of return on that investment. Here, however, the best we can hope to
20 recover is our money, and then only if we are substantially successful; if we are not, all or part of
21 this "investment" can be lost.

22 29. PAGA Counsel is well acquainted with the contingent-fee market throughout California,
23 particularly as it pertains to PAGA and class action litigation. PAGA Counsel has negotiated
24 numerous contingency-fee agreements with plaintiffs, both as individuals and as representatives in
25 class-action and PAGA suits. Many of those agreements required that counsel receive a fee under
26 certain scenarios that exceeds one-third of the recovery.

27 30. PAGA counsel in contingency-fee cases have received attorneys' fees up to 40% of the
28 gross settlement amount. See *Crandall v. U-Haul* (Los Angeles County Super. Ct., Case No.

1 BC178775), the Honorable Steven Czuleger awarded a 40% attorney fee request in an overtime-
2 exemption class action; in *Bushnell v. Cremar, Inc.* (Orange County Super. Ct., Case No. 657778),
3 the Honorable Donald E. Smallwood awarded attorneys' fees in the amount of 38%; in *Abzug v.*
4 *Kerkorian* CA000981 (Los Angeles County Super. Ct., November 1990), the Honorable R. William
5 Schoettler awarded a 45% fee; in *Haitz v. Meyer, et al.*, Alameda County Super. Court, 8-20-1990
6 No. 572968-3, the court awarded a 40% fee; in *Elliott v. Clothestime* (Orange County Super. Ct.,
7 Case No. 01-CC00333) the Honorable Jonathan Cannon awarded a 40% fee in a wage-and-hour
8 class action which had not yet proceeded to the class certification stage; in both *Rippee v. Boston*
9 *Market Corporation*, Case No.: 05 CV 1359 BTM (JMA) and *Barile v. Boston Market Corporation*,
10 Case No.: 05 CV 1360 BTM (JMA), the Honorable Judge Barry T. Moskowitz awarded a 40% fee
11 to plaintiffs' counsel in wage-and-hour class actions that had not proceeded to the class-certification
12 stage.

13 31. Moreover, PAGA Counsel spent substantial time on this matter. Aside from drafting the
14 initial complaint, PAGA Counsel conducted informal discovery, reviewed and analyzed time and
15 pay records, wage statements, rounded time entries, wage and hour policies, meal and rest break
16 policies, employment handbooks, Plaintiff's personnel file, relevant policies and other
17 documentation, researched the applicable law and potential defenses, constructed damage models
18 based on interpretations of California law, reviewed information provided by Defendants at the
19 mediation, engaged in meet and confer efforts with Defendants, drafted and revised the settlement
20 agreement, and drafted this Motion. PAGA Counsel from D.Law, Inc. conservatively estimates that
21 it invested at least 122.7 hours of attorney time in this matter. Associate Attorney David
22 Arakelyan's current billing rate is \$500.00 (4 years out of law school, Laffey Matrix rate of
23 \$581.00), and he spent approximately 87.8 hours in this matter with a lodestar amount of
24 \$51,011.80. Senior Attorney David Keledjian's current billing rate is \$650.00 (9 years out of law
25 school, Laffey Matrix rate of \$839.00), and he spent approximately 28.4 hours in this matter with
26 a lodestar amount of \$23,827.60. Associate Attorney Svetlana Hovhannisyan's billing rate is
27 \$425.00 (1 year out of law school, Laffey Matrix rate of \$473), and she spent approximately 5 hours
28 on this matter with a lodestar amount of \$2,365. Associate Attorney Pola Bernabe's billing rate (at

1 the time of her employment with D.Law, Inc.) was \$475.00 (2.5 years out of law school, Laffey
2 Matrix rate of \$473), and she spent approximately 0.9 hours on this matter with a lodestar amount
3 of 427.50. Attorney Alvin Lindsay's billing rate is \$900.00 (over 20 years out of law school, Laffey
4 Matrix rate of \$1,141.00, and he spent approximately 0.5 hours on this matter with a lodestar
5 amount of \$570.50 Associate Attorney Kevin Burns' billing rate is \$425.00 (2 years out of law
6 school, Laffey Matrix rate of \$ 473.00), and he spent approximately 0.1 hours on this matter with
7 a lodestar amount of \$42.50. The hourly rates for each attorney listed above are the reasonable and
8 usual hourly rates charged by that attorney for class action and PAGA litigation. The total lodestar
9 for PAGA Counsel is \$78,244.90, well below the fee request of \$56,667.00 and requires no
10 **multiplier**. A true and correct copy of PAGA Counsel's entry of attorney-hours spent for each task
11 is attached hereto as **Exhibit 4**.

12 32. In light of the foregoing, the fee request in an amount equal to one-third of the settlement
13 in this case is well within the bounds that have been established by the above-cited authority.

14 **EXPERIENCE AND VIEWS OF COUNSEL**

15 33. D.Law (formerly known as Davtyan Law Firm) prosecutes wage and hour cases,
16 including class actions and PAGA actions on behalf of employees and others who have had their
17 rights violated. D.Law, either on its own or with co-counsel, is currently serving as plaintiffs'
18 counsel of record in numerous wage and hour and employment class action and PAGA action cases
19 pending in both state and federal court.

20 34. D.Law is well-qualified and has ample experience, knowledge, and resources to act as
21 counsel and represent Plaintiffs and the Allegedly Aggrieved Employees in this action. Our practice
22 is exclusively focused on employment matters and representing plaintiffs in wage and hour actions
23 with the same or similar causes of actions brought forth in the matter pending before this Court.

24 35. D.Law has litigated and successfully resolved many wage and hour class action cases
25 involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. *De La Rosa*
26 *v. The Coca Cola Company et al.* (Superior Court of California in Napa, 17CV000787), *Harvey v.*
27 *Bed Bath & Beyond of California Limited Liability Company* (Superior Court of California in
28 Alameda, RG17885153), *Paredes v. Bottling Group LLC et. al.* (Superior Court of California in

1 Kern), *Ramirez v. Harris Ranch Beef Company* (Superior Court of California in Fresno,
2 16CECG04103), *Gates v. Gate Gourmet, Inc. et al.* (Southern District of California, 16-cv-01084-
3 L-AGS), *Hargrave v. Antelope Valley Hospital* (Superior Court of California in Los Angeles,
4 BC663252), *Ramirez v. Milton Roy et al.* (Superior Court of California in Los Angeles, BC 632
5 276), *Hawkins v. AvalonBay Communities* (Superior Court of California in Santa Clara,
6 17CV316492), *Jones Tharpe et al. v. Sprint Corporation et al.* (Superior Court of California in Los
7 Angeles, BC644645), *Ortega et al. v. Nestle Waters North America, Inc. et al.* (Superior Court of
8 California in Los Angeles, BC623610), *Schultz v. Jimbo's Natural Family, Inc.* (Superior Court of
9 California in San Diego, 37-2017-00022348-CUE-OE-CTL), *Ambrose v. Victor Valley Global et*
10 *al.* (Superior Court of California in San Bernardino, CIVDS1709289), *Puerta-Gildardo v. Real*
11 *Time Staffing Services LLC et al.* (Superior Court of California in Los Angeles, BC565445), *Vargo*
12 *v. Pregis Innovative Packaging LLC* (Superior Court of California in Tulare, 270836), *Conlin v.*
13 *Aegis Senior Communities LLC* (Northern District of California, 17-cv-05534-LHK), *Galarza v.*
14 *Kloekner Metals Corporation* (Central District of California, 2:17-cv-04910-FMO), *Estes v. L3*
15 *Technologies, Inc. et al.* (Southern District of California, 3:17-cv-02356-H-JMA), *Rowser v. Trunk*
16 *Club, Inc.* (Central District of California, 2:17-cv-05064-DSF-RAO), *Leach v. The Claremont*
17 *Colleges, Inc.* (Superior Court of California in Los Angeles, BC686451), *Vaesau v. PCT*
18 *Enterprises, Inc. dba Precision Cabinets* (Superior Court of California, County of Contra Costa
19 MSC18-02404), *Terry v. TF Louderback, Inc. dba Bay Area Beverage Company* (Superior Court
20 of the State of California, County of Contra Costa, MSC18-00859), *Roach v. Westcare California,*
21 *Inc.* (Superior Court of California in Kern County, BCV-17-102367-SDS), *Patton v. Church &*
22 *Dwight Co., Inc.* (Central District of California, EDCV 18-903-MWF (KKx)), *Juarez v. ISL*
23 *Employees, Inc.* (Superior Court of California in Madera, MCV074787), *Ferraro v. USC Verdugo*
24 *Hill s Hospital, et al.* (Superior Court of California in Los Angeles, 18STCV09463), *Ford v.*
25 *Account Control Technology, Inc., et al.* (Superior Court of California in Los Angeles,
26 19STCV09369), *Ornelas v. iStorage, et al.* (Superior Court of California in San Francisco, CGC-
27 18-571421), *Martinez v. Ronpak, Inc.* (Superior Court of California in Riverside, RIC1901307),
28 *Barrera et al. v. Exclusive Wireless, Inc.* (Superior Court of California in Stanislaus, 9000687),

1 *Barajas v. Mancha Development Company LLC* (Superior Court of California in Orange County,
2 30-2018-00974707-CU-OE-CXC), *Prado v. IMAX Corporation dba IMAC Worldwide Home*
3 (Superior Court of California in San Bernardino, CIVDS1820265), *Rodriguez v. ND Industries,*
4 *Inc.* (Superior Court of California in Los Angeles, 19STCV38096), *Singletary v. Motel 6 Operating*
5 *LP, et al.* (Southern District of California, 3:20-cv-0270-LAB-AHG), *Quizon v. CF Watsonville*
6 *East, LLC, et al.* (Superior Court of California in Santa Cruz, 20CV01868), *Stephenson v.*
7 *Bakersfield Dodge, Inc.* (Superior Court of California in Kern, BCV-20-102693), *Bacerra v. Hugo*
8 *Boss Retail, Inc.* (Superior Court of California in San Diego, 37-2021-00002933-CU-OE-CTL),
9 *Walker v. Ariat International, Inc.* (Superior Court of California in Alameda, HG19026439), *Orr*
10 *v. Petvet Care Centers (California) Inc.* (Superior Court of California in Santa Clara,
11 19CV354063), *Jimenez v. OEC Distribution Services, Inc.* (Superior Court of California in San
12 Bernardino, CIVDS1915743), *Virdi v. Absolute Security International* (Superior Court of
13 California in San Bernardino, CIVDS 1909589), *Raj v. First Transit, Inc* (Superior Court of
14 California in Sacramento, 34-2021-00295895-CU-OE-GDS), *Marchbanks v. Torrid*
15 *Administration, Inc.* (Superior Court of California in San Diego, 37-2020-00008179-CU-OE-NC),
16 among others.

17 36. I am an Associate Attorney at D.Law, focusing exclusively on class action and PAGA
18 cases. I was admitted to the California Bar in May of 2021. I received both my B.A. and J.D. from
19 University of California, Los Angeles (UCLA). Since graduating from law school, I have practiced
20 exclusively in the area of employment law, including both defense side and Plaintiff side positions.

21 37. During my career, I have represented employees in wage-and-hour class action lawsuits
22 as counsel, and I have worked to obtain six and seven figure settlements against a range of
23 defendants. These cases have involved the gamut of wage-and-hour claims, including claims for
24 failure to pay minimum wages, unpaid wages and overtime, failure to provide meal breaks,
25 inaccurate pay statements, and failure to pay timely wages - similar to claims at issue in the present
26 matter. I am experienced in prosecuting employment matters, particularly class actions. In addition
27 to the present case, I am also class counsel for dozens of other putative wage-and-hour class-action
28 lawsuits pending in various state and federal jurisdictions throughout California.

1 38. Attorney David Keledjian is a Senior Counsel at D.Law where he manages a significant
2 number of class action and PAGA cases. Mr. Keledjian was admitted to the California Bar in
3 December 2008. He received my J.D. from Pepperdine University School of Law and B.S. from
4 University of Southern California. Since graduating from law school, Mr. Keledjian dedicated
5 virtually his entire career on the practice of employment law. He has practiced employment law
6 from the plaintiff's side, defense side, and from an in-house position. He has significant experience
7 specifically working on wage and hour class actions from the plaintiff's side as well as the defense
8 side, with the majority of his experience coming from the plaintiff's side.

9 39. Mr. Keledjian's experience in litigating employment wage and hour matters has been
10 integral in identifying legal issues, evaluating the strengths and weaknesses of a case, and
11 generally negotiating fair and reasonable class action settlements. Practice in the narrow field of
12 wage and hour litigation requires skill and knowledge concerning the constantly evolving
13 substantive law (state and federal), as well as the procedural law of class action litigation. In this
14 action, Mr. Keledjian is fully equipped to use the skills and knowledge he has developed.
15 Therefore, on the account of his resources, experience, and knowledge, Mr. Keledjian is well
16 qualified to act as Class Counsel and represent Plaintiff and the putative Class Members in this
17 action.

18 40. Attorney David Yeremian is Managing Attorney at D.Law and counsel of record for
19 Plaintiff. Mr. Yeremian graduated from UC Berkeley in 1997 and received his law degree and MBA
20 from UCLA in 2001. Mr. Yeremian has been honored as a Super Lawyers Rising Star in 2009,
21 2010, 2012-2015 and has been named and honored as a Super Lawyer. Since 2007, Mr. Yeremian
22 has focused exclusively on representing employees, including in wage-and-hour class actions.
23 During his career, Mr. Yeremian has represented employees in hundreds of wage-and-hour class
24 action lawsuits as lead or co-lead counsel (including in the Central, Southern, Eastern, and Northern
25 Districts of California), and has obtained six and seven-figure settlements against a range of
26 defendants, including Fortune 500 companies.

27 41. The collective experience of the D.Law attorneys in litigating employment wage and
28 hour matters has been integral in identifying legal issues, evaluating the strengths and weaknesses

1 of a case, and generally negotiating fair and reasonable class and representative action settlements.
2 This experience is helpful in assessing the reasonableness of settlements such as the one at issue
3 here. Based on our experience, PAGA Counsel concluded that this lawsuit could not have been
4 settled on better terms than provided under the present settlement agreement.

5 42. In sum, PAGA Counsel are experienced in employment class action and PAGA litigation
6 and are adequate to represent the Aggrieved Employees in the instant action.

7 **PLAINTIFF'S ENHANCEMENT AWARD PAYMENT IS FAIR AND REASONABLE**

8 43. Plaintiff is entitled to a reasonable service payment for her efforts and initiative in
9 bringing and helping to prosecute this action. Plaintiff initiated this litigation on behalf of State of
10 California and Aggrieved Employees who will now be entitled to receive payment from the
11 Agreement. By initiating and pursuing the Action, Plaintiff stepped into the shoes of the State of
12 California and undertook the responsibilities of serving in representative capacity. Plaintiff spent
13 significant time better apprising herself of her rights, deciding whether remedial action should be
14 taken, how it should be taken, searching for attorneys, and contacting PAGA Counsel, who spent
15 many hours with Plaintiff discussing the case and the law. In the end, Plaintiff decided to vindicate
16 not only her own rights but also those of other aggrieved employees by filing a representative action
17 lawsuit.

18 44. Both before and after the filing of this lawsuit, Plaintiff conferred with PAGA Counsel
19 on to discuss every aspect of her case. Plaintiff provided PAGA Counsel with information about
20 Defendants and about the industry generally, produced and reviewed documents, identified
21 witnesses, consulted with PAGA Counsel regarding litigation strategy, participated in the
22 mediation and the arbitration process, monitored the progress of the litigation with PAGA Counsel,
23 and reviewed and signed the Settlement Agreement.

24 45. In light of the foregoing, PAGA Counsel believes that Plaintiff's Enhancement Award
25 payment of \$5,000.00 is fair and reasonable.

26 **SUMMARY**

27 46. The parties agreed to use Phoenix as the third-party settlement administrator in this case.
28 Phoenix will be responsible for updating the addresses for the Aggrieved Employees, mailing the

1 Notice of PAGA Settlement and Release of Claims (“Notice of Settlement”) and calculating and
2 distributing the settlement checks, among other duties. Phoenix capped its fees at \$3,995.00 for
3 administering the Settlement, and based on PAGA Counsel’s experience in other class and PAGA
4 settlements, Phoenix’s costs for administering this Settlement are fair and reasonable. The Notice
5 of Settlement is attached hereto as **Exhibit 5**.

6 47. On June 30, 2025, my office submitted the proposed Settlement and this Motion to the
7 LWDA. Attached hereto as **Exhibit 6** is a true and correct copy of the confirmatory email my office
8 received from the LWDA after submission of the Settlement and Motion.

9 48. I am not aware of any class or other representative action against Defendants in any
10 other court that asserts claims similar to those alleged in the action being settled.

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

13 Executed this 30th day of June, 2025, at Glendale, California.

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15 /s/ David Arakelyan
16 David Arakelyan
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EXHIBIT 1

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff NATASHA DENISE TAYLOR (“Plaintiff”) and defendant REALTY INCOME CORPORATION (“Defendant” or “Realty”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Natasha Denise Taylor v. Realty Income Corporation, et al.* initiated on November 29, 2023, in Superior Court of the State of California, County of San Mateo. Plaintiff’s individual PAGA claim was subsequently compelled to arbitration. Plaintiff filed a Demand for Arbitration on July 31, 2024, the matter was assigned Reference No. 52400002481.
- 1.2 “Administrator” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid of Five Thousand Dollars (\$5,000.00) submitted to the Court in connection with approval of this Settlement.
- 1.4 “Aggrieved Employee” means any individual who was directly employed by Defendant Realty in California as a non-exempt employee and who worked during at least one day in California during the PAGA Period.
- 1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in Realty’s possession including the Aggrieved Employee’s name, last-known mailing address, social security number, and number of PAGA Pay Periods.
- 1.6 “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Aggrieved Employees.
- 1.7 “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.8 “Court” means the Superior Court of California, County of San Mateo.
- 1.9 “Defense Counsel” means Rod Betts, Tory Polin, and Peyton Turner of Quarles & Brady, LLP.

- 1.10 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final the day the Court enters Judgment.
- 1.11 “Gross Settlement Amount” means One Hundred Seventy Thousand Dollars and Zero Cents (\$170,000.00), which is the total amount Realty agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.12 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.13 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.14 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).
- 1.15 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.16 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff’s enhancement payment, and the Administration Expenses Payment. The remainder is to be paid as follows: 25% to Aggrieved Employees as Individual PAGA Payments and 75% to the LWDA.
- 1.17 “PAGA Counsel” means David Yeremian, David Keledjian, and David Arakelyan of D.Law, Inc., the attorneys representing the Plaintiff in the Action.
- 1.18 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.19 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for REALTY INCOME CORPORATION for at least one day during the PAGA Period.
- 1.20 “PAGA Period” means the period from September 25, 2022, through the date the Court files an Order approving this PAGA Settlement.
- 1.21 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 *et seq.*).

- 1.22 “PAGA Notice” means Plaintiff’s September 25, 2023, letter to Defendant Realty, Defendant Robert Half, Inc., and the LWDA, providing notice pursuant to Labor Code section 2699.3, subdivision (a). (LWDA Case No. LWDA-CM-983683-23).
- 1.23 “PAGA Penalties” means the total amount of net PAGA civil penalties to be paid from the Net Settlement Amount, allocated as 25% to the Aggrieved Employees and 75% to LWDA in settlement of PAGA claims.
- 1.24 “Plaintiff” means NATASHA DENISE TAYLOR, the named plaintiff in the Action.
- 1.25 “Plaintiff’s Enhancement Payment” means the payment to the Plaintiff for initiating the Action and providing services in support of the Action.
- 1.26 “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.27 “Released Parties” means REALTY INCOME CORPORATION and each of its affiliated or related entities, as well as former and present partners, associates, employees, directors, officers, trustees, shareholders, owners, attorneys, agents of Realty, insurers, predecessors, successors, assigns, and subsidiaries.
- 1.28 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1 On November 29, 2023, Plaintiff commenced this Action by filing a Complaint in San Mateo Superior Court alleging causes of action against Defendant REALTY INCOME CORPORATION for Civil Penalties under Labor Code section 2698, *et seq.*, including (1) failure to pay overtime wages; (2) failure to pay double time wages; (3) failure to include all remuneration in calculating regular rate of pay; (4) failure to provide meal periods; (5) failure to provide rest periods; (6) failure to pay meal and rest period premiums; (7) failure to reimburse for necessary business expenses; (8) failure to pay off-the-clock wages; (9) failure to provide accurate wage statements; and (10) failure to pay final wages upon separation. The Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendant REALTY INCOME CORPORATION denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint, and denies any and all liability for the causes of action alleged.
- 2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to REALTY INCOME CORPORATION and the LWDA by sending the PAGA Notice on November 29, 2023.

2.3 On July 19, 2024, the Court compelled Plaintiff's individual PAGA claims to arbitration. Plaintiff initiated arbitration with JAMS on July 31, 2024, and the matter was assigned Reference No. 52400002481.

2.4 On November 18, 2024, the Parties participated in a mediation presided over by Scott Markus, which led to this Agreement to settle the Action, which each Party believes is fair, reasonable, and adequate.

2.5 Prior to mediation, Plaintiff obtained, through both formal discovery in arbitration and informal discovery, the relevant policies, procedures, and data from Defendant. The Parties have conducted a thorough investigation into the facts of the Action and have informally exchanged extensive data and information, as well as pertinent documents, relating to the underlying alleged violations. Defendant also produced a random sample of the electronic time and payroll records for Aggrieved Employees. Based on the foregoing data and on their own independent investigation and evaluation, PAGA Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in this Agreement is fair, reasonable, and adequate and is in the best interest of the LWDA and Aggrieved Employees in light of all known facts and circumstances, including the risk of significant delay, uncertainty associated with litigation, various defenses asserted by Defendant, and potential appellate issues. Defendant and counsel for Defendant also agree that the settlement is fair.

2.6 The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay One Hundred Seventy Thousand Dollars and Zero Cents (\$170,000.00) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33%, which is currently estimated to be \$56,667.00, and PAGA Counsel Litigation Expenses Payment of not more than \$15,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file

an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Realty harmless, and indemnifies Realty, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Plaintiff: An enhancement payment not to exceed \$5,000.00 to Plaintiff, subject to Court approval. This payment will be in addition to any Individual PAGA Payment the named Plaintiff is entitled to receive. Realty will not oppose Plaintiff's request for an Enhancement Payment that does not exceed this amount.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$5,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$5,000.00 the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$88,333.00 to be paid from the Gross Settlement Amount, with 75% (\$66,249.75) allocated to the LWDA PAGA Payment and 25% (\$22,083.25) allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$22,083.25) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 143 Aggrieved Employees who worked a total of 5,000 PAGA Pay Periods. This settlement also covers the approximately four Robert Half employees (in addition to Plaintiff) assigned to Defendant during the PAGA period.

4.2 Aggrieved Employee Data. Within 15 days after the Effective Date, Defendant REALTY INCOME CORPORATION will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 10 days after Defendant REALTY INCOME CORPORATION funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without an USPS forwarding address. Within 7 days of receiving a

returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose remailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4 The payment of Individual PAGA Payments shall not obligate Defendant REALTY INCOME CORPORATION to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant REALTY INCOME CORPORATION fully funds the entire Gross Settlement Amount, Plaintiff, the Aggrieved Employees and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, including, but not limited to: (1) failure to pay overtime wages; (2) failure to pay double time wages; (3) failure to include all remuneration in calculating regular rate of pay; (4) failure to provide meal periods; (5) failure to provide rest periods; (6) failure to pay meal and rest period premiums; (7) failure to reimburse for necessary business expenses; (8) failure to pay off-the-clock wages; (9) failure to provide accurate wage statements; and (10) failure to pay final wages upon separation. This release shall expressly include a release for PAGA claims under California Labor Code Sections 201-203, 204, 210, 212, 213, 226, 226.3, 226.7, 226.8, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, and the applicable IWC Wage Orders. This release shall also include a release for claims under the California Unfair Competition Law, California Business & Professional Code sections 17200, *et seq.*

5.2 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

5.3 Plaintiff's Release:

Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement.

Nothing in this agreement shall be construed as a release of Plaintiff's individual wrongful termination and/or discrimination claims under the Fair Employment and Housing Act ("FEHA"), as alleged in her JAMS Demand for Arbitration, Reference Number 5240001122, which were resolved through a separate individual settlement agreement.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel, or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (iv) a draft of the parties' Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement and, if necessary, obtaining a prompt hearing date for the

motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Parties are unable to resolve those differences, they will contact the mediator, Scott Markus, and request a joint session to resolve their disputes. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administration Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Defendant REALTY INCOME CORPORATION estimates that, as of the date of this Settlement Agreement, there are 143 Aggrieved Employees who worked 5,000 Pay Periods during the PAGA Period. If the actual number is more than 10.0% greater than the 5,000 (or 5,500), then the Gross Settlement Amount shall be increased in proportion to the increase in Pay Periods above 10%. In addition, the approximately four Robert Half employees (in addition to Taylor) assigned to Realty had an unknown number of pay periods, and those pay periods are not included in the 5,000 pay periods referred to above.

- 9. CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action and the Settlement under CCP section 664.6 and as otherwise allowed by law to ensure the continuing implementation of the provisions of this settlement. The Parties further agree that the time within which to bring this action to trial under CCP section 583.310 shall be extended for a period of not less than one (1) year starting from the date of the signing of this Agreement by all parties until the entry of the final approval order and judgment, or if not entered, the date this agreement shall no longer be of any force or effect.

The Court shall retain jurisdiction for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

- 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, and extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant REALTY INCOME CORPORATION that any of the allegations in the Operative Complaint have merit or that Defendant REALTY INCOME CORPORATION has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant REALTY INCOME CORPORATION's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant REALTY INCOME CORPORATION reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant REALTY INCOME CORPORATION's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement

between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant REALTY INCOME CORPORATION, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant REALTY INCOME CORPORATION nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

- 10.11 Confidentiality. To the extent permitted by law, all agreements made and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant REALTY INCOME CORPORATION in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant REALTY INCOME CORPORATION unless, prior to the Administrator's payment of all Settlement Funds, Defendant REALTY INCOME CORPORATION makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.
- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

David Yeremian
d.yeremian@d.law
David Keledjian
d.keledjian@d.law
David Arakelyan
d.arakelyan@d.law

D.LAW, INC.
450 N. Brand Blvd. Ste. 840
Glendale, CA 91203

To Defendant REALTY INCOME CORPORATION:

Rod Betts
Rod.Betts@quarles.com
Tory Polin
Tory.Polin@quarles.com
Peyton Turner
Peyton.Turner@quarles.com
QUARLES & BRADY, LLP
101 W. Broadway, Suite 1500
San Diego, CA 92101

- 10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email, which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, pursuant to Code of Civil Procedure section 583.330, to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Signature block on following page

EXECUTED this 3rd day of March 2025, at San Diego County, California.

DocuSigned by:

Natasha Denise Taylor

7D33354D209F42E...

Natasha Denise Taylor,
Plaintiff

EXECUTED this 10th day of March 2025, at San Diego, California.

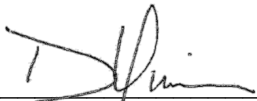
DEFENDANT REALTY INCOME CORPORATION

By: 

Kyle Campbell
Vice President, Assistant General Counsel, Risk Manager

APPROVED AS TO FORM:

D.LAW, INC.

By: 

David Yeremian, Esq.
David Keledjian, Esq.
David Arakelyan, Esq.
Attorneys for Plaintiff, NATASHA DENISE
TAYLOR and Aggrieved Employees

Dated: 3/5/2025

QUARLES & BRADY, LLP

By: 

Rod Betts, Esq.
Tory Polin, Esq.
Peyton Turner, Esq.
Attorneys for Defendant REALTY INCOME
CORPORATION

Dated: March 10, 2025

EXHIBIT 2

EXHIBIT 2

VIA ON-LINE SUBMISSION AND MAIL:

<https://dir.tfaforms.net/128> (copy by certified mail to all Defendants)

Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Realty Income Corporation

1505 Corporation CSC – Lawyers Incorporating Service, Agent for Service of Process
2710 Gateway Oaks Drive
Sacramento, CA 95833
Certified Mail Tracking Number: 9414 8112 0620 3691 8167 14

Realty Income Corporation

11995 El Camino Real
San Diego, CA 92130
Certified Mail Tracking Number: 9414 8112 0620 3691 8424 23

Robert Half Inc.

1404 Corporation – C T Corporation System, Agent for Service of Process
330 N. Brand Blvd.,
Glendale CA 91203
Certified Mail Tracking Number: 9414 8112 0620 3691 8413 96

Robert Half Inc.

2884 Sand Hill Road, Suite 200
Menlo Park, CA 94025
Certified Mail Tracking Number: 9414 8112 0620 3691 8740 35

LWDA Case No.: LWDA-CM-983683-23

**Re: Labor Code § 2698, et seq. Penalties – PAGA Notice Letter to the LWDA
*Natasha Denise Taylor v. Realty Income Corporation, et al.***

Gentlepersons:

This office represents Plaintiff Natasha Denise Taylor (“Plaintiff”) and other similarly situated aggrieved employees (collectively “Aggrieved Employees”) for violations of California Labor Code §§ 201, 202, 203, 204, 210, 212, 213, 226, 226.3, 226.7, 226.8, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, et seq., and 2802; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 et seq.

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 et. seq. (“the Act”). Unless specified below, Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of herself and all other similarly situated, Aggrieved Employees, and the State of California, against Defendants, Realty Income



Corporation and Robert Half Inc., and DOES 1 through 50 inclusive (all defendants being referred to herein collectively as “Defendants”).

Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along with Plaintiff’s PAGA Complaint, which is attached hereto and incorporated by reference herein. Assuming the LWDA decides not to investigate this matter, the Complaint will be filed in Contra Costa County Superior Court and will be assigned a local case number. The Complaint allegations and claims are incorporated into this Notice Letter.

We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiff and all of their Aggrieved Employees in California. The PAGA Complaint provides the details of Plaintiff’s claims under the Act. It, along with this Notice Letter, addresses in detail numerous violations that subject Defendants to civil and statutory penalties under the Act.

Relevant Facts

Plaintiff was employed by Defendants as a non-exempt hourly employee in California. Aggrieved Employees include all non-exempt hourly employees of Defendants within the state of California from one year prior to the date of this letter and continuing through the present (Plaintiff and Aggrieved Employees are collectively referred to herein as “Aggrieved Employees”).

Defendants had a common policy and practice of systemically failing to pay Aggrieved Employees proper wages and overtime for all hours worked, at the proper rates of pay. Defendants implemented an unlawful time-rounding policy and practice which rounded down and reduced the actual working hours recorded by Aggrieved Employees, and upon which their pay was based, and generally did so to the detriment of the Aggrieved Employees, and these unlawfully rounded time entries were inputted into Defendants’ payroll system from which wage statements and payroll checks were created. Defendants did so with the ostensible intent of paying Aggrieved Employees only for the hours they were scheduled to work, rather than the hours they were actually under Defendants’ control. Plaintiff contends this policy is not neutral and results, over time, to the detriment of the Aggrieved Employees by systematically undercompensating them.

Plaintiff and the Aggrieved Employees were not paid all wages earned as Defendants directed, permitted, or otherwise encouraged Plaintiff and Aggrieved Employees to perform off-the-clock work.

Aggrieved Employees were also consistently required to perform work, off-the-clock, for which they were not paid wages. Due to the volume of work, it was not possible to complete all their required duties within the regular workday, Plaintiff and the Aggrieved Employees were regularly required to perform duties both before clocking in and after clocking out. Specifically, Plaintiff and the Aggrieved Employees were instructed to perform duties such as opening mail and scanning tax bills after they had already clocked out and were not paid for the time spent performing these additional duties. Additionally, Defendants implemented a common policy and practice requiring Plaintiff and the other Aggrieved Employees to perform work-related duties during unpaid meal periods, which they were systemically denied. Plaintiff and the other Aggrieved Employees were



never paid wages for these hours worked. The forgoing and uncompensated working time was under the direction and control of Defendants, for which no wages were paid.

Defendants were aware of this practice and directed, permitted, or otherwise encouraged Plaintiff and the Aggrieved Employees to perform off-the-clock work. As a result of Defendants' policies and practices, Plaintiff and the Aggrieved Employees were not paid for all hours worked. This uncompensated time caused Aggrieved Employees to work in excess of eight (8), ten (10) and/or twelve (12) hours a day and/or forty (40) hours a week, entitling Aggrieved Employees to minimum and overtime wages, which they were systemically denied.

Defendants had a common policy and practice of systemically denying Aggrieved Employees the opportunity to take meal periods in compliance with California Law. Aggrieved Employees were not provided with meal periods of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal period as part of each work shift; (2) no formal written meal policy that encouraged employees to take their meal periods or that advised Aggrieved Employees of their meal and rest period rights; and (3) Defendants' practice of requiring Aggrieved Employees to continue working through their meal and rest periods due to the excessive workload. Additionally, Aggrieved Employees were not provided with the opportunity to take their meal periods prior to the completion of their fifth hour work.

Defendants had a common policy and practice of systemically denying Aggrieved Employees the opportunity to take rest breaks in compliance with the California Law. Aggrieved Employees were not provided with rest periods of at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest period as part of each work shift, including second rest breaks for shifts of six (6) hours or more; (2) no formal compliant written rest period policy that encouraged employees to take their rest periods, or that properly advised Aggrieved Employees of their rest period rights; (3) Defendants' policy and practice of delaying the commencement of Aggrieved Employees' rest breaks due to the mandatory and uncompensated pre-shift duties discussed above.

Furthermore, Defendants failed to pay Aggrieved Employees premium pay wages at their appropriate regular rates of pay for each meal and rest period denied.

Aggrieved Employees were not provided with accurate wage statements as mandated by law pursuant to Labor Code section 226. Specifically, Defendants failed to issue wage statements as "a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing." Additionally, the wage statements issued to Aggrieved Employees were not recorded in "ink or other indelible form."

Defendants failed to comply with Labor Code section 226(a)(1) as "gross wages earned" were not accurately reflected in that: all hours worked, including overtime, were not included.

Defendants failed to comply with Labor Code section 226(a)(2) as "total hours worked by the employee" were not accurately reflected in that: all hours worked, including overtime, were not



included.

Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned” were not accurately reflected in that: all hours worked, including overtime, were not included.

Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” were not accurately reflected in that: all hours worked, including overtime, were not included.

Furthermore, Defendants failed to provide Aggrieved Employees with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE Opinion Letters. Plaintiff’s and Aggrieved Employees’ wage statement were only provided in electronic format in violation of Labor Code § 226.

Finally, the wage statements issued to Aggrieved Employees failed to state the full and correct name and address of the legal entity that is the employer as required by Labor Code § 226(a)(8).

Aggrieved Employees were not reimbursed for business expenses incurred in executing their duties under Defendant’s employ. Specifically, Aggrieved Employees incurred necessary business-related expenses and costs, including but not limited to, the use of personal cell phones for work-related activities. Aggrieved Employees were not reimbursed for these necessary work-related expenses.

PAGA Claim Details, Legal Bases for Violations and Penalties:

As addressed above and in further detail in the PAGA Complaint, the Aggrieved Employees complain of the following violations committed by Defendants:¹

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

In California, employees must be paid at least the then applicable state minimum wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs 2(K),

¹ Plaintiff hereby reserves the right to seek penalties on behalf of all Aggrieved Employees, for Defendants’ violations of the applicable provisions of the Labor Code, suffered by Aggrieved Employees, but not directly suffered by Plaintiff under *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.



2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H) of the applicable IWC Wage Orders defines “Hours Worked” as “the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Additionally, pursuant to Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states: “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees and costs of suit.”

As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also, California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in the absence of a contractually agreed upon one. The underpayment of wages to Aggrieved Employees is and has been a direct consequence of Defendants’ unlawful compensation policies and practices, which applied uniformly to the Aggrieved Employees working at locations and work sites throughout California.

Defendants had a common policy and practice of systemically failing to pay Aggrieved Employees proper wages and overtime for all hours worked, at the proper rates of pay. Defendants implemented an unlawful time-rounding policy and practice which rounded down and reduced the actual working hours recorded by Aggrieved Employees, and upon which their pay was based, and generally did so to the detriment of the Aggrieved Employees, and these unlawfully rounded time entries were inputted into Defendants’ payroll system from which wage statements and payroll checks were created. Defendants did so with the ostensible intent of paying Aggrieved Employees only for the hours they were scheduled to work, rather than the hours they were actually under Defendants’ control. Plaintiff contends this policy is not neutral and results, over time, to the detriment of the Aggrieved Employees by systematically undercompensating them.

Plaintiff and the Aggrieved Employees were not paid all wages earned as Defendants directed, permitted, or otherwise encouraged Plaintiff and Aggrieved Employees to perform off-the-clock work.

Aggrieved Employees were also consistently required to perform work, off-the-clock, for which they were not paid wages. Due to the volume it was not possible to complete all their required duties within the regular workday, Plaintiff and the Aggrieved Employees were regularly required to perform duties both before clocking in and after clocking out. Specifically, Plaintiff and the



Aggrieved Employees were instructed to perform duties such as opening mail and scanning tax bills after they had already clocked out and were not paid for the time spent performing these additional duties. Additionally, Defendants implemented a common policy and practice requiring Plaintiff and the other Aggrieved Employees to perform work-related duties during unpaid meal periods, which they were systemically denied. Plaintiff and the other Aggrieved Employees were never paid wages for these hours worked. The forgoing and uncompensated working time was under the direction and control of Defendants, for which no wages were paid.

Defendants have the ability to pay minimum and overtime wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Aggrieved Employees.

In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). the other Aggrieved Employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful, intentional and not in good faith. Further, other Aggrieved Employees are entitled to seek and recover statutory costs.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime. Specifically, Aggrieved Employees consistently worked in excess of eight (8), ten (10), and twelve (12) hours a day, and/or forty (40) hours a week. However, Aggrieved Employees were not paid overtime wages for hours worked in excess of 8 hours a day. Moreover, the uncompensated time, discussed above caused Aggrieved Employees to work in excess of eight (8), ten (10), and twelve (12) hours a day and/or 40 hours a week, further entitling Aggrieved Employees overtime wages which they were consistently denied, all in violation of Labor Code § 510 and applicable Wage Orders.



Defendants have violated Labor Code § 1194 and Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight hours in a workday or in excess of forty hours in any workweek or for the first eight hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve hours in any one day or for hours worked in excess of eight hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked, including by requiring off the clock work as addressed above and by under-reporting actual hours worked. With work shifts generally requiring eight hours or more of work on a given day, this unpaid off the clock work resulted in Aggrieved Employees working past eight hours on a shift or more than forty hours in a week, which required that they be paid at the correct overtime rate of 1.5 times their regular rate.

When considered in combination with the other wage violations addressed above, Aggrieved Employees were not properly compensated, nor were they paid overtime and double time rates for hours worked in excess of 8, 10, and 12 hours in a given day, and/or forty hours in a given week. Defendants did not make available to Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants have also violated these provisions by requiring other similarly situated Aggrieved Employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties.

In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20. Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Meal-Period Liability Under Labor Code §§ 226.7 and 512 and Penalties

Defendants had a common policy and practice of systemically denying Aggrieved Employees the opportunity to take meal periods in compliance with the California Law. Specifically, the uncompensated pre-shift duties delayed the commencement of Aggrieved Employees' meal periods, in violation of California Law.

Defendants had a common policy and practice of systemically denying Aggrieved Employees the opportunity to take meal periods in compliance with California Law. Aggrieved Employees were not provided with meal periods of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal period as part of each work shift; (2) no



formal written meal policy that encouraged employees to take their meal periods or that advised Aggrieved Employees of their meal and rest period rights; and (3) Defendants' practice of requiring Aggrieved Employees to continue working through their meal and rest periods due to the excessive workload. Additionally, Aggrieved Employees were not provided with the opportunity to take their meal periods prior to the completion of their fifth hour work.

Defendants also failed to pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided, including by miscalculating any premium payments they did make. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Rest-Break Liability Under Labor Code § 226.7 and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than 10 minutes for every work period of 4 or more consecutive hours, as required by Labor Code. Specifically, Aggrieved Employees were not provided with rest periods of at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest period as part of each work shift, including second rest breaks for shifts of six (6) hours or more; (2) no formal compliant written rest period policy that encouraged employees to take their rest periods, or that properly advised Plaintiff and the other Aggrieved Employees of their rest period rights; (3) Defendants' policy and practice of requiring Plaintiff and the other Aggrieved Employees to continue working through their rest breaks due to the excessive workload

Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided, or miscalculated any premiums paid. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each rest period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558,



including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Reimburse for Necessary Business Expenditures in Violation of Labor Code § 2802

Defendants have consistently required Aggrieved Employees to incur necessary business expenses in the execution of their duties under Defendants' employ. Specifically, Aggrieved Employees were required to use their personal cellular phones in connection with performing their duties under Defendants' employ. Aggrieved Employees were not reimbursed for these necessary work-related expenses in violation of Labor Code § 2802.

Defendants systematically and uniformly failed to reimburse those lawful and necessary work related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees. Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Issue Accurate and Itemized Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each employee with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. The wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, premium pay for deficiently provided meal periods and rest breaks.

Additionally, for the purposes of Subsection (a)(8), Plaintiff seeks to expand the scope of the Aggrieved Employees she seeks to represent to extend to all individuals employed by Defendants during the applicable period. The wage statements issued to Aggrieved Employees failed to state the full and correct name and address of the legal entity that is the employer as required by Labor Code § 226(a)(8).



In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ..."

Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., and failing to provide them with checks and wage statements, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders.

Defendants also required Aggrieved Employees to work hours off the clock for which they were not compensated, including during interrupted or otherwise on-duty meal and rest periods. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday or miscalculated these premiums by not including all forms of remuneration in the regular rate, as addressed above. Therefore, when Aggrieved Employees received wage statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204. Additionally, by not providing wage statements as required under section 204, Defendants systematically violated Labor Code § 204 and § 226.

Given the above described off the clock work, Plaintiff was not paid at the correct overtime rate for all hours he worked after eight hours into a shift or over forty in a work week and that he was not paid all double time owed either. Defendants' uniformly applied payroll policies and practices thus resulted in further systematic and ongoing violations of the requirements of Labor Code § 204.



In light of the foregoing, Aggrieved Employees seek to recover wages and penalties, interest, fees and costs pursuant to Labor Code §§ 201.3, 210, 218.5, 558, and 1194. In failing to pay Aggrieved Employees minimum wages and overtime, off the clock work, by not providing proper meal and rest periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Keep Records In Accordance With Labor Code §§ 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees proper wages, overtime, double time, premium pay, etc., and by not recording meal period start and end times, all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the foregoing, Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the foregoing, Defendants have had a consistent policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of their



termination of within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Unfair Competition Under Business and Professions Code § 17200, et seq.

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 et seq.

Plaintiff's PAGA Claim under Labor Code § 2698 et seq. and Recovery Bases:

After complying with the notice procedures of Labor Code § 2699.3, Plaintiff will file a Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

The Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: §§ 201, 202, 203, 204, 210, 212, 213, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, et seq., and 2802, including as follows:

(a) Wage Claims: For failure to provide the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked, failure to pay proper reporting time and sick pay under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(b) Meal and Rest Period Claims: For failure to provide the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under



paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide the Aggrieved Employees with wage statements or with accurate, itemized wage statements and failure to maintain employment records for Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...";

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(e) Failure to Reimburse Business Expenses: For Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(g) All Alleged Violations of the IWC Wage Orders: For any above addressed violation of the applicable provisions of the IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5 and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

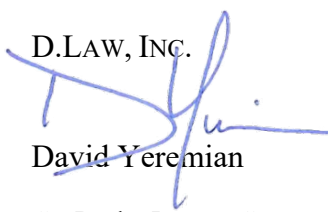
This letter and the attached Complaint provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against Defendants and joint employers. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.



Wherefore we request that you advise us, by certified mail within sixty days of the postmark on this letter, whether you intend to proceed with these claims or whether the Aggrieved Employees should include them in their Labor Code § 2698 *et seq.* Complaint.

Regards,

D.LAW, INC.



David Yerman

Cc: Realty Income Corporation; Robert Half, Inc., by Certified Mail

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9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF CONTRA COSTA
12 UNLIMITED JURISDICTION

13 NATASHA DENISE TAYLOR, on behalf of
14 herself and aggrieved employees,

15 *Plaintiff,*

16 v.

17 REALTY INCOME CORPORATION, a
Maryland corporation; ROBERT HALF, INC.,
18 a Delaware corporation, and DOES 1 through
50, inclusive,

19 *Defendants.*
20
21
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23
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27
28

Case No.

COMPLAINT FOR:

1. Civil Penalties (Lab. Code §§ 2698 *et seq.*)

1 Plaintiff NATASHA DENISE TAYLOR (“Plaintiff”), on behalf of herself, all other aggrieved
2 employees, the State of California, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action against Defendants REALTY INCOME
5 CORPORATION, a Maryland corporation; ROBERT HALF, INC. (a.k.a. Robert Half International),
6 a Delaware corporation, and DOES 1 through 50, inclusive (collectively referred to as “Defendants”)
7 for alleged violations of the California Labor Code. As set forth below, Plaintiff alleges that
8 Defendants have:

- 9 (1) failed to pay her and all other Aggrieved Employees overtime wages at the
10 correct rate;
11 (2) failed to pay them double time wages at the correct rate;
12 (3) failed to pay them overtime and/or double time wages by failing to include all
13 applicable remuneration in calculating the regular rate of pay;
14 (4) failed to provide them with meal periods;
15 (5) failed to provide them with rest periods;
16 (6) failed to pay them premium wages for missed meal and rest periods;
17 (7) failed to reimburse them for necessary business-related expenses;
18 (8) failed to pay them wages for off the clock work;
19 (9) failed to provide them with accurate written wage statements; and
20 (10) failed to pay them all of their final wages following separation of employment.

21 2. Based on these alleged Labor Code violations, Plaintiff now brings this representative
22 action for civil penalties, on behalf of herself, all other aggrieved employees, the State of California,
23 and the general public.

24 **JURISDICTION AND VENUE**

25 3. This Court has subject matter jurisdiction to hear this case because the civil penalties
26 sought by Plaintiff for Defendants’ conduct exceeds the minimal jurisdiction of the Superior Court of
27 the State of California.

28 4. Venue is proper in the County of Contra Costa pursuant to Code of Civil Procedure §§

1 393(a), 395(a), and 395.5 in that liability arose in this county because at least some of the transactions
2 that are the subject matter of this Complaint occurred therein and/or each defendant is found,
3 maintains offices, transacts business, and/or has an agent therein.

4 5. Venue is proper in Contra Costa County because Defendants' have at all times alleged
5 herein, conducted business in Contra Costa County and throughout California. As such, venue is
6 proper in any county in California.

7 **PARTIES**

8 6. Plaintiff NATASHA DENISE TAYLOR is, and at all relevant times mentioned herein,
9 an individual residing in the State of California.

10 7. Plaintiff is informed and believe, and thereupon alleges that Defendant REALTY
11 INCOME CORPORATION, is a Maryland corporation, doing business in the state of California.

12 8. Plaintiff is informed and believes, and thereupon alleges that Defendant ROBERT
13 HALF, INC., is, a Delaware corporation, doing business in the state of California.

14 9. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
15 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff
16 will amend this Complaint to allege the true names and capacities of the DOE defendants when
17 ascertained. Plaintiff is informed and believes, and thereupon alleges that each of the fictitiously
18 named defendants are responsible in some manner for the occurrences, acts and omissions alleged
19 herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of
20 them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE
21 defendants when ascertained.

22 10. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
23 mentioned herein, some or all of the defendants were the representatives, agents, employees, partners,
24 directors, associates, joint venturers, joint employers, owners, principals or co-participants of some
25 or all of the other defendants, and in doing the things alleged herein, were acting within the course
26 and scope of such relationship and with the full knowledge, consent and ratification by such other
27 defendants.

28 11. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times

1 mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and
2 conspired with one another, and aided and abetted one another to accomplish the occurrences, acts
3 and omissions alleged herein.

4 **GENERAL ALLEGATIONS**

5 12. Plaintiff worked for Defendants during the relevant time period and an hourly, non-
6 exempt employee.¹

7 13. Defendants had a common policy and practice of systemically failing to pay Plaintiff
8 and Aggrieved Employees proper wages and overtime for all hours worked, at the proper rates of pay.

9 14. First, Defendants implemented an unlawful time-rounding policy and practice which
10 rounded down and reduced the actual working hours recorded by Plaintiff and Aggrieved Employees,
11 and upon which their pay was based, and generally did so to the detriment of the Plaintiff and
12 Aggrieved Employees, and these unlawfully rounded time entries were inputted into Defendants'
13 payroll system from which wage statements and payroll checks were created. Defendants did so with
14 the ostensible intent of paying Plaintiff and Aggrieved Employees only for the hours they were
15 scheduled to work, rather than the hours they were actually under Defendants' control. Plaintiff
16 contends this policy is not neutral and results, over time, to the detriment of the Plaintiff and
17 Aggrieved Employees by systematically undercompensating them.

18 15. Plaintiff and the Aggrieved Employees were not paid all wages earned as Defendants
19 directed, permitted, or otherwise encouraged Plaintiff and Aggrieved Employees to perform off-the-
20 clock work.

21 16. Additionally, Plaintiff and the Aggrieved Employees were regularly required to work
22 off-the-clock, outside of their scheduled shifts, and for which no wages were paid. Due to the volume
23 of work it was not possible to complete all their required duties within the regular workday, Plaintiff
24 and the Aggrieved Employees were regularly required to perform duties both before clocking in and
25 after clocking out.

26
27 ¹ Plaintiff hereby reserves the right to seek penalties on behalf of all Aggrieved Employees, for Defendants' violations
28 of the applicable provisions of the Labor Code, suffered by Aggrieved Employees, but not directly suffered by Plaintiff
under *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.

1 17. Specifically, Plaintiff and the Aggrieved Employees were instructed to perform duties
2 such as opening mail and scanning tax bills after they had already clocked out and were not paid for
3 the time spent performing these additional duties.

4 18. Additionally, Defendants implemented a common policy and practice requiring
5 Plaintiff and the other Aggrieved Employees to perform work-related duties during unpaid meal
6 periods, which they were systemically denied. Plaintiff and the other Aggrieved Employees were
7 never paid wages for these hours worked.

8 19. All the uncompensated time above was under the direction and control of Defendants,
9 for which no wages were paid.

10 20. As a result of performing off-the-clock work that was directed, permitted, or otherwise
11 encouraged by Defendants, Plaintiff and the Aggrieved Employees should have been paid for this
12 time. Instead, Defendants only paid Plaintiff and the Aggrieved Employees based on the time they
13 were clocked in for their shifts and did not pay Plaintiff and the Aggrieved Employees for any of the
14 time spent working off-the-clock.

15 21. Defendants knew or should have known that Plaintiff and the Aggrieved Employees
16 were performing work before and after their scheduled work shifts and failed to pay Plaintiff and the
17 Aggrieved Employees for these hours.

18 22. Defendants were aware of this practice and directed, permitted, or otherwise
19 encouraged Plaintiff and the Aggrieved Employees to perform off-the-clock work.

20 23. As a result of Defendants' policies and practices, Plaintiff and the Aggrieved
21 Employees were not paid for all hours worked.

22 24. The uncompensated time above caused Plaintiff and the other Aggrieved Employees
23 to work in excess of eight (8) hours a day and/or forty (40) hours a week, entitling Plaintiff and the
24 other Aggrieved Employees to overtime wages which were never paid.

25 25. Plaintiff and the other Aggrieved Employees were not provided with meal periods of
26 at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not
27 scheduling each meal period as part of each work shift; (2) no formal written meal policy that
28 encouraged employees to take their meal periods or that advised Plaintiff and the other Aggrieved

1 Employees of their meal and rest period rights; and (3) Defendants' practice of requiring Plaintiff and
2 the other Aggrieved Employees to continue working through their meal and rest periods due to the
3 excessive workload. Additionally, Plaintiff and the other Aggrieved Employees were not provided
4 with the opportunity to take their meal periods prior to the completion of their fifth hour work.

5 26. Plaintiff and the other Aggrieved Employees were not provided with rest periods of at
6 least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
7 Defendants' policy of not scheduling each rest period as part of each work shift, including second
8 rest breaks for shifts of six (6) hours or more; (2) no formal compliant written rest period policy that
9 encouraged employees to take their rest periods, or that properly advised Plaintiff and the other
10 Aggrieved Employees of their rest period rights; (3) Defendants' policy and practice of requiring
11 Plaintiff and the other Aggrieved Employees to continue working through their rest breaks due to the
12 excessive workload.

13 27. Additionally, and as discussed above, Defendants failed to pay Plaintiff and the other
14 Aggrieved Employees premium pay wages at their appropriate regular rates of pay for each meal and
15 rest period denied.

16 28. Plaintiff and the Aggrieved Employees incurred necessary business-related expenses
17 and costs, including but not limited to, the use of personal cell phones for work-related activities.
18 Defendants maintained a policy or practice of not reimbursing Plaintiff and the Aggrieved
19 Employees for all necessary business expenses.

20 29. Plaintiff is informed and believes that, at all relevant times during the applicable
21 limitations period, Defendants have failed to timely pay the other Aggrieved Employees all of their
22 final wages in accordance with the Labor Code.

23 30. Plaintiff and the other Aggrieved Employees were not provided with accurate wage
24 statements as mandated by law pursuant to Labor Code § 226. Specifically, Defendants failed to issue
25 wage statements as "a detachable part of the check, draft, or voucher paying the employee's wages,
26 or separately if wages are paid by personal check or cash, an accurate itemized statement in writing."
27 Additionally, the wage statements issued to Plaintiff and the other Aggrieved Employees were not
28 recorded in "ink or other indelible form."

31. Defendants failed to comply with Labor Code § 226(a)(1) as “gross wages earned” were not accurately reflected in that: all hours worked, including overtime, were not included.

32. Defendants failed to comply with Labor Code § 226(a)(2) as “total hours worked by the employee” were not accurately reflected in that: all hours worked, including overtime, were not included.

33. Defendants failed to comply with Labor Code § 226(a)(5) as “net wages earned” were not accurately reflected in that: all hours worked, including overtime, were not included.

34. Defendants failed to comply with Labor Code § 226(a)(9) as “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” were not accurately reflected in that: all hours worked, including overtime, were not included.

FIRST CAUSE OF ACTION

CIVIL PENALTIES

(Lab. Code §§ 2698 *et seq.*)

(Plaintiff Against All Defendants)

35. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

36. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as if fully alleged herein.

37. At all relevant times, Plaintiff and the other Aggrieved Employees have been non-exempt employees of Defendant entitled to the full meal period protections of both the Labor Code and the applicable Industrial Welfare Commission Wage Order.

38. Labor Code § 512 and § 11 of the applicable Industrial Welfare Commission Wage Order impose an affirmative obligation on employers to provide non-exempt employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty minutes for each work period of ten hours.

39. Labor Code § 226.7 and § 11 of the applicable Industrial Welfare Commission Wage Order (“Wage Order”) both prohibit employers from requiring employees to work during required

1 meal periods and require employers to pay non-exempt employees an hour of premium wages on each
2 workday that the employee is not provided with the required meal period.

3 40. Compensation for missed meal periods constitutes wages within the meaning of Labor
4 Code § 200.

5 41. Labor Code § 1198 makes it unlawful to employ a person under conditions that violate
6 the applicable Wage Order.

7 42. Section 11 of the applicable Wage Order states:

8 No employer shall employ any person for a work period of more than five (5)
9 hours without a meal period of not less than 30 minutes, except that when a
10 work period of not more than six (6) hours will complete the day's work the
11 meal period may be waived by mutual consent of the employer and employee.
12 Unless the employee is relieved of all duty during a 30 minute meal period, the
13 meal period shall be considered an 'on duty' meal period and counted as time
14 worked. An 'on duty' meal period shall be permitted only when the nature of
15 the work prevents an employee from being relieved of all duty and when by
16 written agreement between the parties an on-the-job paid meal period is agreed
17 to. The written agreement shall state that the employee may, in writing, revoke
18 the agreement at any time.

19 43. At all relevant times, Plaintiff was not subject to a valid on-duty meal period
20 agreement. Plaintiff is informed and believes that, at all relevant times, the other Aggrieved
21 Employees were not subject to valid on-duty meal period agreements with Defendants.

22 44. Plaintiff alleges that, at all relevant times during the applicable limitations period,
23 Defendants maintained a policy or practice of not providing Plaintiff and the other Aggrieved
24 Employees with uninterrupted, duty-free meal periods for at least thirty (30) minutes for each five (5)
25 hour work period, as required by Labor Code § 512 and the applicable Wage Order. Plaintiff and the
26 other Aggrieved Employees were required to perform work during their unpaid meal periods which
27 they were systemically denied.

28 45. Additionally, Defendants implemented a common policy and practice requiring
Plaintiff and the other Aggrieved Employees to perform work-related duties during unpaid meal
periods, which they were systemically denied. As such, Plaintiff and the other Aggrieved Employees
were denied uninterrupted meal periods, of at least 30 minutes, in violation of California Law.
Additionally, Plaintiff and the other Aggrieved Employees were not provided with the opportunity to
take their meal periods prior to the completion of their fifth hour work, nor were they allowed to leave

1 the premises during meal periods.

2 46. The other Aggrieved Employees were not provided with meal periods of at least thirty
3 (30) minutes for each five (5) hour work period due to: (1) Defendants' policy of not scheduling each
4 meal period as part of each work shift; (2) no formal written meal policy that encouraged employees
5 to take their meal periods, or that advised the other Aggrieved Employees of their meal and rest period
6 rights; and (3) Defendants' practice of requiring the other Aggrieved Employees to continue working
7 through their meal and rest periods due to the excessive workload.

8 47. Plaintiff alleges that, at all relevant times during the applicable limitations period,
9 Defendants maintained a policy or practice of failing to pay premium wages to the other Aggrieved
10 Employees when they worked five (5) hours without clocking out for any meal period.

11 48. Plaintiff alleges that, at all relevant times during the applicable limitations period,
12 Defendants maintained a policy or practice of not providing Plaintiff and the other Aggrieved
13 Employees with a second meal period when they worked shifts of ten or more hours and failed to pay
14 them premium wages as required by Labor Code 512 and the applicable Wage Order.

15 49. At all relevant times, Defendants failed to pay Plaintiff and the other Aggrieved
16 Employees additional premium wages, and/or were not paid premium wages at the employees'
17 regular rates of pay when required meal periods were not provided.

18 50. Section 12 of the applicable Wage Order imposes an affirmative obligation on
19 employers to permit and authorize employees to take required rest periods at a rate of no less than ten
20 minutes of net rest time for each four-hour work period, or major fraction thereof, that must be in the
21 middle of each work period insofar as practicable.

22 51. Labor Code § 226.7 and § 12 of the applicable Wage Order both prohibit employers
23 from requiring employees to work during required rest periods and require employers to pay non-
24 exempt employees an hour of premium wages at the employees' regular rates of pay, on each workday
25 that the employee is not provided with the required rest period(s).

26 52. Compensation for missed rest periods constitutes wages within the meaning of Labor
27 Code § 200.

28 53. Labor Code § 1198 makes it unlawful to employ a person under conditions that violate

1 the Wage Order.

2 54. Plaintiff alleges that, at all relevant times during the applicable limitations period,
3 Defendants maintained a policy or practice of not providing Plaintiff and the other Aggrieved
4 Employees with net rest period of at least ten uninterrupted minutes for each four hour work period,
5 or major fraction thereof, as required by the applicable Wage Order.

6 55. Plaintiff and the other Aggrieved Employees were not provided with rest periods of at
7 least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
8 Defendants' policy of not scheduling each rest period as part of each work shift, including second
9 rest breaks for shifts of six (6) hours or more; (2) no formal compliant written rest period policy that
10 encouraged employees to take their rest periods, or that properly advised Plaintiff and the other
11 Aggrieved Employees of their rest period rights; (3) Defendants' policy and practice of requiring
12 Plaintiff and the other Aggrieved Employees to continue working through their rest breaks due to the
13 excessive workload

14 56. At all relevant times, Defendants failed to pay Plaintiff and the other Aggrieved
15 Employees additional premium wages when required rest periods were not provided.

16 57. Section 2 of the applicable Wage Order defines "hours worked" as "the time during
17 which an employee is subject to the control of the employer and includes all the time the employee is
18 suffered or permitted to work, whether or not required to do so."

19 58. Section 4 of the applicable Wage Order requires an employer to pay non-exempt
20 employees at least the minimum wage set forth therein for all hours worked, which consist of all hours
21 that an employer has actual or constructive knowledge that employees are working.

22 59. Labor Code § 1194 invalidates any agreement between an employer and an employee
23 to work for less than the minimum or overtime wage required under the applicable Wage Order.

24 60. Labor Code § 1194.2 entitles non-exempt employees to recover liquidated damages in
25 amounts equal to the amounts of unpaid minimum wages and interest thereon in addition to the
26 underlying unpaid minimum wages and interest thereon.

27 61. Labor Code § 1197 makes it unlawful for an employer to pay an employee less than
28 the minimum wage required under the applicable Wage Order for all hours worked during a payroll

1 period.

2 62. Labor Code § 1197.1 provides that it is unlawful for any employer or any other person
3 acting either individually or as an officer, agent, or employee of another person, to pay an employee,
4 or cause an employee to be paid, less than the applicable minimum wage.

5 63. Labor Code § 1198 makes it unlawful for employers to employ employees under
6 conditions that violate the applicable Wage Order.

7 64. Labor Code § 204 requires employers to pay non-exempt employees their earned
8 wages for the normal work period at least twice during each calendar month on days the employer
9 designates in advance and to pay non-exempt employees their earned wages for labor performed in
10 excess of the normal work period by no later than the next regular payday.

11 65. Labor Code § 223 makes it unlawful for employers to pay their employees lower
12 wages than required by contract or statute while purporting to pay them legal wages.

13 66. Labor Code § 510 and § 3 of the applicable Wage Order require employees to pay
14 non-exempt employees overtime wages of no less than one and one-half times their respective regular
15 rates of pay for all hours worked in excess of eight hours in one workday, all hours worked in excess
16 of forty hours in one workweek, and/or for the first eight hours worked on the seventh consecutive
17 day of one workweek.

18 67. Labor Code § 510 and § 3 of the applicable Wage Order also require employers to pay
19 non-exempt employees overtime wages of no less than two times their respective regular rates of pay
20 for all hours worked in excess of twelve hours in one workday and for all hours worked in excess of
21 eight hours on a seventh consecutive workday during the workweek.

22 68. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
23 centrally devised policies and practices to her and the other Aggrieved Employees with respect to
24 working conditions and compensation arrangements.

25 69. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and the other
26 Aggrieved Employees for all time worked, including but not limited to, overtime hours at statutory
27 and/or agreed rates. Plaintiff and the other Aggrieved Employees were not paid proper wages and
28 overtime for all hours worked, at the proper rates of pay.

1 70. Defendants had a common policy and practice of systemically failing to pay Plaintiff
2 and Aggrieved Employees wages and overtime for all hours worked, at the proper rates of pay. First,
3 Defendants implemented an unlawful time-rounding policy and practice which rounded down and
4 reduced the actual working hours recorded by Plaintiff and Aggrieved Employees, and upon which
5 their pay was based, and generally did so to the detriment of the Plaintiff and Aggrieved Employees,
6 and these unlawfully rounded time entries were inputted into Defendants' payroll system from which
7 wage statements and payroll checks were created. Defendants did so with the ostensible intent of
8 paying Plaintiff and Aggrieved Employees only for the hours they were scheduled to work, rather
9 than the hours they were actually under Defendants' control. Plaintiff contends this policy is not
10 neutral and results, over time, to the detriment of the Plaintiff and Aggrieved Employees by
11 systematically undercompensating them.

12 71. Plaintiff and the Aggrieved Employees were not paid all wages earned as Defendants
13 directed, permitted, or otherwise encouraged Plaintiff and Aggrieved Employees to perform off-the-
14 clock work.

15 72. Plaintiff and the Aggrieved Employees were regularly required to perform for pre-
16 shift and post-shift duties, off the clock, for which no wages were paid. Due to the volume of work,
17 Plaintiff and the Aggrieved Employees were instructed by their managers to perform various duties
18 both before clocking in and after clocking out. Oftentimes, it was not possible to complete all their
19 required duties within the regular workday. As a result, Plaintiff and the Aggrieved Employees
20 reported to work before their scheduled shifts and left after their scheduled time, working off the
21 clock to complete their tasks.

22 73. Additionally, Plaintiff and the Aggrieved Employees were instructed to perform duties
23 such as opening mail and scanning tax bills after they had already clocked out and were not paid for
24 the time spent performing these additional duties.

25 74. As a result of performing off-the-clock work that was directed, permitted, or otherwise
26 encouraged by Defendants, Plaintiff and the Aggrieved Employees should have been paid for this
27 time. Instead, Defendants only paid Plaintiff and the Aggrieved Employees based on the time they
28 were clocked in for their shifts and did not pay Plaintiff and the Aggrieved Employees for any of the

1 time spent working off-the-clock.

2 75. Defendants knew or should have known that Plaintiff and the Aggrieved Employees
3 were performing work before and after their scheduled work shifts and failed to pay Plaintiff and the
4 Aggrieved Employees for these hours.

5 76. Defendants implemented a common policy and practice requiring Plaintiff and the
6 other Aggrieved Employees to perform work-related duties during unpaid meal periods, which they
7 were systemically denied. Plaintiff and the other Aggrieved Employees were never paid wages for
8 these meal-period hours worked. As such, Plaintiff and the other Aggrieved Employees were not paid
9 proper wages and overtime for all hours worked, at the proper rates of pay. Plaintiff and the other
10 Aggrieved Employees were consistently required to work in excess of eight (8) hours a day and/or
11 forty (40) hours a week, entitling Plaintiff and the other Aggrieved Employees to overtime wages,
12 which they were systemically denied.

13 77. Labor Code § 226(a) states:

14 An employer, semimonthly or at the time of each payment of wages, shall
15 furnish to his or her employee, either as a detachable part of the check, draft,
16 or voucher paying the employee's wages, or separately if wages are paid by
17 personal check or cash, an accurate itemized statement in writing showing (1)
18 gross wages earned, (2) total hours worked by the employee, except as
19 provided in subdivision (j), (3) the number of piece-rate units earned and any
20 applicable piece rate if the employee is paid on a piece-rate basis, (4) all
21 deductions, provided that all deductions made on written orders of the
22 employee may be aggregated and shown as one item, (5) net wages earned, (6)
23 the inclusive dates of the period for which the employee is paid, (7) the name
24 of the employee and only the last four digits of his or her social security number
25 or an employee identification number other than a social security number, (8)
26 the name and address of the legal entity that is the employer and, if the
27 employer is a farm labor contractor, as defined in subdivision (b) of Section
28 1682, the name and address of the legal entity that secured the services of the
employer, and (9) all applicable hourly rates in effect during the pay period
and the corresponding number of hours worked at each hourly rate by the
employee and, beginning July 1, 2013, if the employer is a temporary services
employer as defined in Section 201.3, the rate of pay and the total hours
worked for each temporary services assignment. The deductions made from
payment of wages shall be recorded in ink or other indelible form, properly
dated, showing the month, day, and year, and a copy of the statement and the
record of the deductions shall be kept on file by the employer for at least three
years at the place of employment or at a central location within the State of
California. For purposes of this subdivision, 'copy' includes a duplicate of the
itemized statement provided to an employee or a computer-generated record
that accurately shows all of the information required by this subdivision.

78. The Division of Labor Standards Enforcement ("DLSE") has sought to harmonize the

1 “detachable part of the check” provision and the “accurate itemized statement in writing” provision
2 of Labor Code § 226(a) by allowing for electronic wage statements so long as each employee retains
3 the right to elect to receive a written paper stub or record and that those who are provided with
4 electronic wage statements retain the ability to easily access the information and convert the electronic
5 statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006.)

6 79. Plaintiff is informed and believes that, at all relevant times during the applicable
7 limitations period, Defendants have failed to provide her and the other Aggrieved Employees with
8 written wage statements as described above. Additionally, the wage statements issued to Plaintiff and
9 the other Aggrieved Employees failed to account for the unpaid minimum wages, overtime, and
10 premium pay wages described above.

11 80. Plaintiff is informed and believes that Defendants’ failure to provide her and the other
12 Aggrieved Employees with accurate written wage statements were intentional in that Defendants have
13 the ability to provide them with accurate wage statements but have intentionally provided them with
14 written wage statements that Defendants have known do not comply with Labor Code § 226(a).

15 81. Labor Code section 2802(a) states:

16 An employer shall indemnify his or her employee for all necessary expenditures or
17 losses incurred by the employee in direct consequence of the discharge of his or her
18 duties, or of his or her obedience to the directions of the employer, even though
unlawful, unless the employee, at the time of obeying the directions, believed them to
be unlawful.

19 82. At all relevant times during the applicable limitations period, Plaintiff and the
20 Aggrieved Employees incurred necessary business-related expenses and costs, including but not
21 limited to, the use of personal cell phones for work-related activities.

22 83. Plaintiff is informed and believes and thereupon alleges that the reimbursement paid
23 by Defendants was insufficient to indemnify Plaintiff and Aggrieved Employees for all necessary
24 expenses incurred in the discharge of their duties.

25 84. At all relevant times during the applicable limitations period, Defendants required
26 Plaintiff and the Aggrieved Employees to pay for expenses and/or losses caused by Defendants’
27 want of ordinary care. Defendants failed to indemnify Plaintiff and Aggrieved Employees for all
28 such expenditures.

1 85. Plaintiff and the Aggrieved Employees incurred necessary business-related expenses
2 and costs, including but not limited to, the use of personal cell phones for work-related activities.
3 Defendants maintained a policy or practice of not reimbursing Plaintiff and the Aggrieved
4 Employees for all necessary business expenses.

5 86. Accordingly, Plaintiff and the Aggrieved Employees are entitled to restitution for all
6 unpaid amounts due and owing within four years of the date of the filing of the original Complaint
7 and until the date of entry of judgment.

8 87. At all relevant times, Plaintiff and the other Aggrieved Employees have been entitled,
9 upon the end of their employment with Defendants, to timely payment of all wages earned and unpaid
10 before termination or resignation.

11 88. At all relevant times, pursuant to Labor Code § 201, employees who have been
12 discharged have been entitled to payment of all final wages immediately upon termination.

13 89. At all relevant times, pursuant to Labor Code § 202, employees who have resigned
14 after giving at least seventy-two (72) hours' notice of resignation have been entitled to payment of all
15 final wages at the time of resignation.

16 90. Plaintiff is informed and believes that, at all relevant times during the applicable
17 limitations period, Defendants have failed to timely pay the other Aggrieved Employees all of their
18 final wages in accordance with the Labor Code.

19 91. Plaintiff is informed and believes that, at all relevant times during the applicable
20 limitations period, Defendants have maintained a policy or practice of paying Plaintiff and the other
21 Aggrieved Employees their final wages without regard to the requirements of Labor Code §§ 201 or
22 202 by failing to timely pay them all final wages.

23 92. Plaintiff is informed and believes and thereupon alleges that Defendants' failure to
24 timely pay all final wages to her and the other Aggrieved Employees have been willful in that
25 Defendants have the ability to pay final wages in accordance with Labor Code §§ 201 and/or 202 but
26 have intentionally adopted policies or practices that are incompatible with those requirements.

27 93. In failing to pay Plaintiff and Aggrieved Employees wages, overtime, premium pay,
28 etc., and failing to provide them with checks and wage statements, Defendants failed to timely pay

1 Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants
2 failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved
3 Employees, as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor
4 Code § 1174 and the applicable IWC wage orders.

5 94. During the applicable limitations period, Defendants have violated Labor Code
6 §§ 201, 202, 203, 204, 223, 226(a), 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, and 2802.

7 95. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of herself
8 and other current and former employees, to bring a representative civil action to recover civil penalties
9 pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not, be brought or
10 maintained as a class action pursuant to Code of Civil Procedure § 382.

11 96. Plaintiff, a former employee against whom Defendants committed one or more of the
12 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
13 within the meaning of Labor Code § 2699(c).

14 97. Plaintiff has complied with the procedures for bringing suit specified in Labor Code §
15 2699.3.

16 98. Plaintiff has exhausted her administrative remedy by uploading a certified letter to the
17 LWDA and Defendants postmarked on [REDACTED], 2023. The LWDA has not provided notice of its
18 intent to investigate the alleged violations within 65 calendar days of the upload and the postmark
19 date of the letter.

20 99. Pursuant to Labor Code §§ 2699(a) and (f), Plaintiff seeks the following civil penalties
21 for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 510, 512, 1174,
22 1194, 1197, 1197.1, 1198, 2802:

23 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 227.3, 1174, 1194,
24 1198, and 2802 one hundred dollars (\$100) for each employee per pay period
25 for each initial violation and two hundred dollars (\$200) for each employee per
26 pay period for each subsequent violation (penalties set by Labor Code §
27 2699(f)(2));

28 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding thirty

(30) days' pay as waiting time (penalties set by Labor Code § 256);

iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each employee for each initial violation that was neither willful nor intentional, two hundred dollars (\$200) for each employee, plus 25% of the amount unlawfully withheld from each employee, for each initial violation that was either willful or intentional, and two hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each subsequent violation, regardless of whether the subsequent violation was either willful or intentional (penalties set by Labor Code § 210);

iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each employee for each initial violation that was neither willful nor intentional, two hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each initial violation that was either willful or intentional, and two hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each subsequent violation, regardless of whether the subsequent violation was either willful or intentional (penalties set by Labor Code § 225.5);

v. For violations of Labor Code § 226(a), if this action is deemed to be an initial citation, two hundred and fifty dollars (\$250) for each employee for each violation. Alternatively, if an initial citation or its equivalent occurred before the filing of this action, one thousand dollars (\$1,000) for each employee for each violation (penalties set by Labor Code § 226.3);

vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each employee for each initial pay period for which the employee was underpaid, and one hundred dollars (\$100) for each employee for each subsequent pay period for which the employee was underpaid (penalties set by Labor Code § 558);

vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each aggrieved employee for each initial violation of Labor Code § 1197 that was intentional and two hundred and fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation of Labor Code § 1197, regardless of whether the initial violation was intentional (penalties set by Labor Code § 1197.1);

viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable attorneys' fees and costs in connection with Plaintiff's claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself, all other aggrieved employees, the State of California, and the general public, prays for relief and judgment against Defendants as follows:

- (1) Pre-judgment interest;
- (2) Civil penalties;
- (3) Costs of suit;
- (4) Reasonable attorneys' fees; and
- (5) Such other relief as the Court deems just and proper.

Dated: September 25, 2023

D.LAW, INC.



EMIL DAVTYAN
DAVID YEREMIAN
DAVID KELEDJIAN
DAVID ARAKELYAN
Attorneys for Claimant
NATASHA DENISE TAYLOR

EXHIBIT 3

EXHIBIT 3

Taylor v. Realty Income Corporation

Litigation Costs

Service Date		Details		Provider		Amount
9/25/23		LWDA Letter		LWDA		\$75.00
9/25/23		LWDA Letter Postage		USPS		\$38.32
11/30/23		Summons and Complaint		Rapid Legal		\$465.30
12/5/23		Process of Serving - Robert Half		Rapid Legal		\$82.40
12/7/23		Process of Serving - Realty Income		Rapid Legal		\$82.40
12/7/23		POS of Summons - Robert Half		Rapid Legal		\$17.12
12/14/23		POS of Summons - Realty Income		Rapid Legal		\$17.12
1/9/24		Notice of Assignment and Case Management Conference		Rapid Legal		\$15.06
4/11/24		Joint Stipulation & Proposed Order		Rapid Legal		\$35.79
4/15/24		Case Management Statement		Rapid Legal		\$15.06
4/15/24		USPS Postage - Rodd Betts		USPS		\$24.71
4/15/24		USPS Postage - Brett Burns		USPS		\$24.71
4/17/24		Opposition to Motion to Compel Arbitration		Rapid Legal		\$15.06
5/7/24		New Binding Authority in Opposition to Defense's Motion		Rapid Legal		\$15.19
5/10/24		Complex Fee		Rapid Legal		\$1,045.19
7/31/24		Demand for Arbitration		JAMS, Inc.		\$411.96
10/3/24		Notice of Change of Address		Rapid Legal		\$15.19
10/31/24		Mediation Fee		Signature Resolutions		\$4,095.00
11/19/24		Expert Analysis		Berger Consulting Group		\$6,045.00
12/10/24		Efiling of Request for Dismissal		Rapid Legal		\$15.19
6/30/24		Efiling of Final Approval PAGA Settlement		Rapid Legal		\$110.68

Total \$12,661.45

EXHIBIT 4

EXHIBIT 4

Attorney	Total Time	Rate	Total Billable Amount
David Arakelyan	87.8	\$ 500.00	\$ 43,900.00
David Keledjian	28.4	\$ 650.00	\$ 18,460.00
Lana Hovhannisyan	5	\$ 425.00	\$ 2,125.00
Pola Bernabe	0.9	\$ 475.00	\$ 427.50
Alvin Lindsay	0.5	\$ 900.00	\$ 450.00
Kevin Burns	0.1	\$ 425.00	\$ 42.50
Total	122.7		\$ 65,405.00

Case Number	Case Title	Date of Entry	Billable Time	Staff Name - (Full)	Note
207432	Taylor v. Realty Income Corporation	1/12/23	0.2	David Arakelyan	Confirmed case number and filing; reviewed CMO; update case notes; note to DK re: service
207432	Taylor v. Realty Income Corporation	4/10/23	0.1	David Arakelyan	Follow up on PAGA submission deadline; respond to DY
207432	Taylor v. Realty Income Corporation	5/9/23	0.3	David Arakelyan	Review/analyze case with DK re: PAGA claims
207432	Taylor v. Realty Income Corporation	5/9/23	0.3	David Arakelyan	Review/analyze arbitration agreement
207432	Taylor v. Realty Income Corporation	5/9/23	0.3	David Arakelyan	Update intake sheet
207432	Taylor v. Realty Income Corporation	5/9/23	0.1	David Arakelyan	Text Client re: phone call
207432	Taylor v. Realty Income Corporation	5/9/23	0.4	David Keledjian	Review of Arb Agreement.
207432	Taylor v. Realty Income Corporation	6/9/23	1.3	David Arakelyan	Conversation with client - intake re: WT case
207432	Taylor v. Realty Income Corporation	6/9/23	0.2	David Arakelyan	Communicate with DK re: case issues and tasks
207432	Taylor v. Realty Income Corporation	6/9/23	0.7	David Arakelyan	Review all documents and make notes re: useful items
207432	Taylor v. Realty Income Corporation	6/9/23	0.2	David Arakelyan	Follow up call with client.
207432	Taylor v. Realty Income Corporation	6/9/23	2.5	David Arakelyan	Draft arbitration demand, exhibit, and email to DK
207432	Taylor v. Realty Income Corporation	6/9/23	1.8	David Arakelyan	Draft PAGA Complaint
207432	Taylor v. Realty Income Corporation	6/9/23	0.9	David Keledjian	Review and Revise PAGA Letter.
207432	Taylor v. Realty Income Corporation	6/9/23	1.7	David Keledjian	Review and Revise Complaint.
207432	Taylor v. Realty Income Corporation	6/9/23	2.6	David Keledjian	Review of File and Docs Re: Claims and Theories of Liability.
207432	Taylor v. Realty Income Corporation	6/12/23	0.1	David Arakelyan	Follow up on POSS (Robert Half); update case notes; instruct JF to file with court
207432	Taylor v. Realty Income Corporation	8/9/23	0.6	David Arakelyan	Revise PAGA complaint
207432	Taylor v. Realty Income Corporation	8/11/23	0.3	David Arakelyan	Finalize PAGA complaint
207432	Taylor v. Realty Income Corporation	9/14/23	0.5	David Arakelyan	Finalize PAGA letter
207432	Taylor v. Realty Income Corporation	9/18/23	0.5	David Arakelyan	Review file and documents for add'l WT issues
207432	Taylor v. Realty Income Corporation	11/9/23	0.2	David Arakelyan	Communicate (with client) regarding arbitration demand and retainer
207432	Taylor v. Realty Income Corporation	11/9/23	1.3	David Arakelyan	Draft new PAGA-only letter
207432	Taylor v. Realty Income Corporation	11/28/23	0.1	David Arakelyan	Review PAGA filing deadline and SOL; update task for JF; include on list to discuss with DK
207432	Taylor v. Realty Income Corporation	12/13/23	0.1	Kevin Burns	Drafted notice of unavailability
207432	Taylor v. Realty Income Corporation	12/13/23	0.2	David Arakelyan	Follow up on POSS filing; confirm Robert Half; retrieve Realty POSS and create task for JF to file
207432	Taylor v. Realty Income Corporation	12/18/23	0.1	David Arakelyan	Respond to OC email re: call
207432	Taylor v. Realty Income Corporation	12/20/23	0.3	David Arakelyan	Review the CMO; create tasks for JF for service; update case list; review court docket
207432	Taylor v. Realty Income Corporation	12/22/23	0.1	David Arakelyan	Review stipulation and emails from OC representing Robert Half
207432	Taylor v. Realty Income Corporation	1/4/24	0.1	David Arakelyan	Email OC re: CMC date and possible move
207432	Taylor v. Realty Income Corporation	1/5/24	0.1	David Arakelyan	Call and voicemail for client re: depo dates
207432	Taylor v. Realty Income Corporation	1/8/24	0.5	Alvin Lindsay	Confer and correspond with DA regarding arbitration demand and JAMS Rules and consolidation provisions and arguments against consolidating PAGA with WT/FEHA type individual arbitrations.
207432	Taylor v. Realty Income Corporation	1/10/24	0.7	David Arakelyan	Draft Rule 17 exchange re: PAGA matter; look for witnesses based on D's production and past discovery responses
207432	Taylor v. Realty Income Corporation	1/10/24	0.1	David Arakelyan	Confirm with client that she has no further docs; send email to JF to add to file
207432	Taylor v. Realty Income Corporation	1/10/24	0.1	David Arakelyan	Finalize Rule 17 exchange and prepare for service; create task for JF to serve on Friday 10/4
207432	Taylor v. Realty Income Corporation	1/11/24	0.1	David Arakelyan	Retrieve arbitration disclosures and send to JF for filing
207432	Taylor v. Realty Income Corporation	1/18/24	0.1	David Arakelyan	Update OC information for Realty Income in notes; review email communication; note to DK
207432	Taylor v. Realty Income Corporation	1/18/24	0.1	David Arakelyan	Email OC re: e-service agreement
207432	Taylor v. Realty Income Corporation	1/23/24	0.1	David Arakelyan	Review follow up email from OC re: arbitration of PAGA
207432	Taylor v. Realty Income Corporation	1/25/24	0.1	David Arakelyan	Review emails for OC re: related case; update case list
207432	Taylor v. Realty Income Corporation	1/25/24	0.4	David Arakelyan	Begin drafting Related Case comparison
207432	Taylor v. Realty Income Corporation	1/29/24	0.2	David Arakelyan	Review court docket and PAGA website; search for complaint for case comparison; update related case sheet
207432	Taylor v. Realty Income Corporation	1/30/24	0.1	David Arakelyan	Respond to OC re: call
207432	Taylor v. Realty Income Corporation	1/31/24	0.3	David Arakelyan	Review case, arb agreement, OC emails and email DK re: details ahead of call with counsel
207432	Taylor v. Realty Income Corporation	1/31/24	0.1	David Arakelyan	Email correspondence with OC re: call/send Teams invite
207432	Taylor v. Realty Income Corporation	2/7/24	0.1	David Arakelyan	Email Dept. 24 re: rescheduling CMC
207432	Taylor v. Realty Income Corporation	2/12/24	0.3	David Arakelyan	Review OC's changes to the SA; discuss with DK
207432	Taylor v. Realty Income Corporation	2/14/24	0.2	David Arakelyan	Review case docket, status of order re: extension, discovery deadlines, update notes
207432	Taylor v. Realty Income Corporation	2/14/24	0.2	David Arakelyan	Update Related Case Comparison with Dorff case info and causes of action
207432	Taylor v. Realty Income Corporation	2/23/24	0.1	David Arakelyan	Retrieve Taylor Zoom conference notice and forward to JF for filing/calendaring
207432	Taylor v. Realty Income Corporation	2/28/24	0.1	David Arakelyan	Discuss issues pertaining to the PAGA case and potential motion
207432	Taylor v. Realty Income Corporation	3/5/24	0.2	David Arakelyan	Retrieve complex order and CMO; extract dates and deadlines; create task for JF to calendar/serve
207432	Taylor v. Realty Income Corporation	3/5/24	0.2	David Arakelyan	Review case status and docket; update notes; retrieve documents and create tasks for JF and DA
207432	Taylor v. Realty Income Corporation	3/5/24	0.2	David Arakelyan	Discuss case-related issues with DK: new authority, discovery; new briefing schedule
207432	Taylor v. Realty Income Corporation	3/12/24	0.2	David Arakelyan	Review and finalize SA with DK
207432	Taylor v. Realty Income Corporation	3/12/24	0.1	David Arakelyan	Send SA to RHI OC for signature
207432	Taylor v. Realty Income Corporation	3/12/24	0.1	David Arakelyan	Follow up with JF re: settlement with RHI and signing of agreement
207432	Taylor v. Realty Income Corporation	3/21/24	0.1	David Arakelyan	Review file docs for production in WT case
207432	Taylor v. Realty Income Corporation	3/29/24	0.1	David Arakelyan	Discuss pushing CMC with DK
207432	Taylor v. Realty Income Corporation	4/10/24	0.1	David Arakelyan	Email OC re: PAGA matter
207432	Taylor v. Realty Income Corporation	4/11/24	0.6	David Arakelyan	Review all documents produced for the matter; locate handbook; draft email to OC re: outstanding items; update and send mediation data request
207432	Taylor v. Realty Income Corporation	4/12/24	0.2	David Arakelyan	Call with client re: settlement agreement, PAGA approval process and status of motion
207432	Taylor v. Realty Income Corporation	4/12/24	0.1	David Arakelyan	Respond to client's questions re: agreement and missing property
207432	Taylor v. Realty Income Corporation	4/12/24	0.1	David Arakelyan	Email RHI re: client's personal property
207432	Taylor v. Realty Income Corporation	4/15/24	0.2	David Arakelyan	Retrieve/review CMC continuance order; update CMC sheet and create tasks
207432	Taylor v. Realty Income Corporation	4/15/24	0.1	David Arakelyan	Follow up with client re: declaration via text
207432	Taylor v. Realty Income Corporation	4/15/24	0.4	David Arakelyan	Update the RJN's
207432	Taylor v. Realty Income Corporation	4/15/24	1	David Arakelyan	Review other arb opps for relevant caselaw and language; update opposition
207432	Taylor v. Realty Income Corporation	4/15/24	0.6	David Arakelyan	Research re: cases where D's motion to compel was denied
207432	Taylor v. Realty Income Corporation	4/15/24	0.6	David Arakelyan	Work on RJN's
207432	Taylor v. Realty Income Corporation	4/15/24	0.2	David Arakelyan	Retrieve cites from Viking/Uber for Motion
207432	Taylor v. Realty Income Corporation	4/15/24	0.2	David Arakelyan	Texts with client re: not being able to sign the declaration
207432	Taylor v. Realty Income Corporation	4/15/24	2.8	David Keledjian	Review and Revise Opp. to MTC Arb.
207432	Taylor v. Realty Income Corporation	4/16/24	0.2	David Arakelyan	Follow up with JF re: rejection of the evidentiary objections
207432	Taylor v. Realty Income Corporation	4/19/24	0.2	David Arakelyan	Confirm CMC is vacated; update case sheet with new date
207432	Taylor v. Realty Income Corporation	4/19/24	0.1	David Arakelyan	Review the status of discovery; update notes and deadlines
207432	Taylor v. Realty Income Corporation	4/23/24	0.2	David Arakelyan	Retrieve reply from both D's and add to Sharepoint create tasks for JF re: add to file
207432	Taylor v. Realty Income Corporation	4/23/24	0.6	David Arakelyan	Review Replies from both D's and supporting paperwork/RJN's, objections, etc.
207432	Taylor v. Realty Income Corporation	4/23/24	0.8	David Keledjian	Review of Reply ISO MTC Arb.
207432	Taylor v. Realty Income Corporation	4/25/24	0.2	David Arakelyan	Follow up with Court re: MTC Arb tentative (none yet); review docket for various decisions
207432	Taylor v. Realty Income Corporation	4/25/24	0.1	David Arakelyan	Discuss arbitration motion and court docket info with DK
207432	Taylor v. Realty Income Corporation	4/25/24	0.3	David Arakelyan	Review the OC email re: rescheduling; retrieve court order and CMO; discuss with DK
207432	Taylor v. Realty Income Corporation	4/25/24	0.1	David Arakelyan	Reply to OC re: hearing dates
207432	Taylor v. Realty Income Corporation	4/29/24	0.1	David Arakelyan	Reply to OC re: MTC Arbitration; calendar check
207432	Taylor v. Realty Income Corporation	5/1/24	0.2	David Arakelyan	Review emails from OC and draft note to DK re: course of action
207432	Taylor v. Realty Income Corporation	5/1/24	0.2	David Arakelyan	Retrieve court order and send to JF for filing/calendaring
207432	Taylor v. Realty Income Corporation	5/11/24	0.1	David Arakelyan	Retrieve outstanding docs and add to file
207432	Taylor v. Realty Income Corporation	5/11/24	0.1	David Arakelyan	Review case file for call with mediator
207432	Taylor v. Realty Income Corporation	5/11/24	0.6	David Arakelyan	Call with mediator
207432	Taylor v. Realty Income Corporation	5/11/24	0.1	David Arakelyan	Email client re: mediation
207432	Taylor v. Realty Income Corporation	5/12/24	0.1	David Arakelyan	Email response to Realty OC re: settlement and status of client's personal items
207432	Taylor v. Realty Income Corporation	5/12/24	0.1	David Arakelyan	Email response to client re: status of her belongings per RHI
207432	Taylor v. Realty Income Corporation	5/12/24	0.1	David Arakelyan	Retrieve signed RHI settlement agreement
207432	Taylor v. Realty Income Corporation	5/12/24	0.1	David Arakelyan	Send fully-executed SA to RHI OC; request to contact arbitrator re: settlement
207432	Taylor v. Realty Income Corporation	5/13/24	0.1	David Arakelyan	Review case status and court docket; note to DK re: pending items
207432	Taylor v. Realty Income Corporation	5/28/24	0.1	David Arakelyan	Retrieve D's filed MPA re: new authority; forward to JF for filing; review
207432	Taylor v. Realty Income Corporation	5/28/24	0.2	David Arakelyan	Review case docket; update case sheet; notes to DK

Case Number	Case Title	Date of Entry	Billable Time	Staff Name - (Full)	Note
207432	Taylor v. Realty Income Corporation	5/31/24	0.1	David Arakelyan	Revise the stipulation
207432	Taylor v. Realty Income Corporation	5/31/24	0.1	David Arakelyan	Reply to OC re: stipulation and proposed order
207432	Taylor v. Realty Income Corporation	6/2/24	0.1	David Arakelyan	Review stip from OC re extension of pleading deadline
207432	Taylor v. Realty Income Corporation	6/3/24	0.2	David Arakelyan	Retrieve MTC Arb docs; review dates and update case sheet; send to JF re: calendaring; create tasks
207432	Taylor v. Realty Income Corporation	6/5/24	0.5	David Arakelyan	Read/review Mondragon v. Sunrun case and its applicability to MTC Arb pending in Taylor
207432	Taylor v. Realty Income Corporation	6/5/24	1	David Arakelyan	Draft Notice of new authority
207432	Taylor v. Realty Income Corporation	6/5/24	0.2	David Arakelyan	Review Complex CMO
207432	Taylor v. Realty Income Corporation	6/5/24	0.2	David Arakelyan	Respond to OC email re: stip
207432	Taylor v. Realty Income Corporation	6/11/24	0.1	David Arakelyan	Retrieve 2022 and 2023 handbooks from Realty and add to file
207432	Taylor v. Realty Income Corporation	6/12/24	0.2	David Arakelyan	Discuss post-settlement issues and pending items and tasks with DK
207432	Taylor v. Realty Income Corporation	6/12/24	0.2	David Arakelyan	Finalize Dismissal Form and ask JF to file
207432	Taylor v. Realty Income Corporation	6/27/24	0.1	David Arakelyan	Calendar review re: motion date availability
207432	Taylor v. Realty Income Corporation	6/27/24	0.1	David Arakelyan	Email OC re: motion hearing dates for contesting tentative
207432	Taylor v. Realty Income Corporation	6/27/24	0.5	David Arakelyan	Contesting tentative re: MTC Arb: calling OC and conversations; drafting/sending email to Court/OC's; follow up with JF re: call to Court;
207432	Taylor v. Realty Income Corporation	6/27/24	0.1	David Arakelyan	Consult with DK re: 7/19 calendar
207432	Taylor v. Realty Income Corporation	7/3/24	0.1	David Arakelyan	Discuss discovery issues with DK
207432	Taylor v. Realty Income Corporation	7/3/24	0.1	David Keledjian	Discuss Status of Discovery with DA
207432	Taylor v. Realty Income Corporation	7/5/24	0.2	David Arakelyan	Review authority re: stay during MTC Arb and share with Pola
207432	Taylor v. Realty Income Corporation	7/8/24	3.4	David Arakelyan	Draft a reply to Respondent's brief re: consolidation and meet/confer efforts
207432	Taylor v. Realty Income Corporation	7/10/24	0.1	David Arakelyan	Email OC re: discovery plan meet and confer
207432	Taylor v. Realty Income Corporation	7/10/24	0.1	Lana Hovhannisyan	Discuss IME Research with DA
207432	Taylor v. Realty Income Corporation	7/11/24	0.1	David Arakelyan	Retrieve discovery requests from OC and calendar response deadline; update case notes
207432	Taylor v. Realty Income Corporation	7/18/24	0.2	David Arakelyan	Review and retrieve the files re: arbitration motion; follow up with staff re: adding to file; add to shared folder and send to DK for tomorrow's hearing
207432	Taylor v. Realty Income Corporation	7/23/24	0.1	David Arakelyan	Review CMC status and court order re: MTC Arb
207432	Taylor v. Realty Income Corporation	7/27/24	4	David Arakelyan	Draft arbitration demand and brief re: non-consolidation; put together exhibits and research rules
207432	Taylor v. Realty Income Corporation	7/29/24	0.3	David Arakelyan	Draft/send email to Court re: arbitration consolidation issue
207432	Taylor v. Realty Income Corporation	7/29/24	0.2	David Arakelyan	Email OC re: meet/confer call and request to postpone submitting arbitration demand
207432	Taylor v. Realty Income Corporation	7/29/24	0.1	David Arakelyan	Respond to Court's message re: Zoom call availability
207432	Taylor v. Realty Income Corporation	7/29/24	0.1	David Arakelyan	Communication with OC re: proposed order
207432	Taylor v. Realty Income Corporation	7/29/24	0.2	David Arakelyan	Communications with Court re: arbitration issues
207432	Taylor v. Realty Income Corporation	7/29/24	1.4	David Keledjian	Review and Revise Arb. Demand.
207432	Taylor v. Realty Income Corporation	7/30/24	0.1	David Arakelyan	Follow up re: today's Court hearing; add to calendar
207432	Taylor v. Realty Income Corporation	7/30/24	0.7	David Arakelyan	Hearing with Judge Finigan re: arbitration issues
207432	Taylor v. Realty Income Corporation	7/30/24	0.5	David Arakelyan	Update brief; discussion with Roman re: contents
207432	Taylor v. Realty Income Corporation	7/31/24	0.9	David Arakelyan	Research re: consolidation; update brief re: non-consolidation
207432	Taylor v. Realty Income Corporation	7/31/24	0.1	David Arakelyan	Respond to Alvin re: arbitration demand
207432	Taylor v. Realty Income Corporation	7/31/24	1.8	David Arakelyan	Prepare arbitration demand and supplemental brief for submission to JAMS
207432	Taylor v. Realty Income Corporation	7/31/24	0.5	David Arakelyan	Submit PAGA arbitration demand to JAMS; follow up with JF re: service and costs
207432	Taylor v. Realty Income Corporation	8/1/24	1.5	David Arakelyan	Draft discovery for both Realty and Robert Half; draft discovery letter and update BW notice
207432	Taylor v. Realty Income Corporation	8/3/24	0.1	David Arakelyan	Respond to OC re: discovery stay
207432	Taylor v. Realty Income Corporation	8/3/24	0.1	David Arakelyan	Discuss case-related issues with DK
207432	Taylor v. Realty Income Corporation	8/3/24	0.1	David Keledjian	Discuss Case Management with DA
207432	Taylor v. Realty Income Corporation	9/2/24	0.1	David Arakelyan	Conversation with OC (Realty) re: discovery
207432	Taylor v. Realty Income Corporation	9/4/24	0.6	David Arakelyan	Draft joint stipulation and order re: moving CMC
207432	Taylor v. Realty Income Corporation	9/4/24	0.1	David Arakelyan	Email OC re: stip to advance CMC
207432	Taylor v. Realty Income Corporation	9/4/24	0.1	David Arakelyan	Respond to OC re: stipulation re: CMC
207432	Taylor v. Realty Income Corporation	9/4/24	0.1	David Arakelyan	Resend stip and order to all counsel
207432	Taylor v. Realty Income Corporation	9/12/24	0.2	David Arakelyan	Respond to OC email re: dismissal of claims
207432	Taylor v. Realty Income Corporation	9/30/24	0.1	David Arakelyan	Email client re: Rule 17 exchange and document production
207432	Taylor v. Realty Income Corporation	10/1/24	0.2	David Arakelyan	Review status of Realty Income Defendant: confirm service date, confirm no Answer or OC appearance; note to DK
207432	Taylor v. Realty Income Corporation	10/1/24	0.1	David Arakelyan	Review email from OC (Robert Half) re: arbitration; note to DK
207432	Taylor v. Realty Income Corporation	10/4/24	1.5	David Arakelyan	Draft evidentiary objections re MTC Arb
207432	Taylor v. Realty Income Corporation	10/4/24	0.2	David Arakelyan	Call, voicemail and email to client re: calling bak for arb issues
207432	Taylor v. Realty Income Corporation	10/4/24	0.2	David Arakelyan	Draft and review contents of the Plaintiff's declaration
207432	Taylor v. Realty Income Corporation	10/4/24	0.2	David Arakelyan	Review of the arbitration agreement
207432	Taylor v. Realty Income Corporation	10/4/24	0.6	David Arakelyan	Email DK re: arguments for arbitration motion and arb agreement issues; review motion
207432	Taylor v. Realty Income Corporation	10/4/24	0.2	David Arakelyan	Discuss Opp to MTC Arb with DK
207432	Taylor v. Realty Income Corporation	10/4/24	0.1	David Arakelyan	Text to client asking for call back
207432	Taylor v. Realty Income Corporation	10/4/24	0.2	David Keledjian	Discuss Opp. to MTC Arb with DA.
207432	Taylor v. Realty Income Corporation	10/4/24	1.3	David Keledjian	Review of Def.'s MTC Arb, and supporting docs.
207432	Taylor v. Realty Income Corporation	10/5/24	0.5	David Arakelyan	Review Complex Designation order; update case notes; create tasks as appropriate
207432	Taylor v. Realty Income Corporation	10/10/24	0.5	David Arakelyan	Draft joint discovery plan for PAGA matter
207432	Taylor v. Realty Income Corporation	10/10/24	0.1	David Arakelyan	Retrieve and review Sched Order No 7; send to JF for filing
207432	Taylor v. Realty Income Corporation	10/10/24	0.2	David Arakelyan	Discuss mediation issues with DK and DY, including identity of the mediator
207432	Taylor v. Realty Income Corporation	10/12/24	0.1	David Arakelyan	Email OC (RHI) re: call with DK tomorrow
207432	Taylor v. Realty Income Corporation	10/29/24	0.9	Pola Bernabe	spoke to client over the phone re case facts for mediation brief. Client confirmed there's no writing whatsoever to confirm that Defendant had notice of client's disabilities. Client confirmed she only requested an "accommodation" verbally. She requested staggering her schedule with coworker who exacerbated her anxiety and caused her to have anxiety attacks. This request was in mid-September, and she was fired early December, so we have temporal proximity... without any documents to prove it. Also, instead of saying she was calling off work due to her anxiety (a couple of days before termination), client confirmed she just told them she was "contagious" and couldn't come into work. I asked client about this because I saw it in her messages/emails to company in the file.
207432	Taylor v. Realty Income Corporation	10/31/24	0.2	David Arakelyan	Retrieve mediation documents; create task re: calendaring; update case sheet
207432	Taylor v. Realty Income Corporation	10/31/24	0.1	David Arakelyan	Email mediation invoice to Accounting for payment
207432	Taylor v. Realty Income Corporation	10/31/24	0.1	David Arakelyan	Review IME brief
207432	Taylor v. Realty Income Corporation	10/31/24	0.1	David Arakelyan	Email OC re: mediation data
207432	Taylor v. Realty Income Corporation	10/31/24	0.1	David Arakelyan	Confirm mediation invoice payment; update case notes
207432	Taylor v. Realty Income Corporation	10/31/24	0.1	David Arakelyan	Respond to mediator re: call availability; check calendar
207432	Taylor v. Realty Income Corporation	10/31/24	0.1	David Arakelyan	Follow up with mediator re: call next week; update calendar
207432	Taylor v. Realty Income Corporation	11/4/24	1.3	David Arakelyan	Review D's motion, outline opposition; start drafting introduction to Opp to MTC Arb
207432	Taylor v. Realty Income Corporation	11/4/24	0.1	David Arakelyan	Check court docket (no stip yet)
207432	Taylor v. Realty Income Corporation	11/4/24	0.4	David Arakelyan	Draft CMS; confirm information re: hearing location
207432	Taylor v. Realty Income Corporation	11/4/24	0.1	David Arakelyan	Email client with draft declaration
207432	Taylor v. Realty Income Corporation	11/4/24	0.7	David Arakelyan	Continue drafting opp to MTC
207432	Taylor v. Realty Income Corporation	11/4/24	0.4	David Arakelyan	Continue drafting the Opp to MTC Arb.
207432	Taylor v. Realty Income Corporation	11/10/24	0.1	David Arakelyan	Email OC re: discovery plan
207432	Taylor v. Realty Income Corporation	11/11/24	0.1	David Arakelyan	Email OC re: time/pay data
207432	Taylor v. Realty Income Corporation	11/11/24	0.3	David Arakelyan	Retrieve and share mediation documents to expert
207432	Taylor v. Realty Income Corporation	11/11/24	0.1	David Arakelyan	Email client re: call tomorrow re: PAGA claims
207432	Taylor v. Realty Income Corporation	11/12/24	0.1	David Arakelyan	Create a task for DK re: follow up on settlement agreement issues with RHI
207432	Taylor v. Realty Income Corporation	11/13/24	1.1	Lana Hovhannisyan	Draft and Revise Motion to Compel Witness List
207432	Taylor v. Realty Income Corporation	11/14/24	2.8	David Arakelyan	Draft mediation brief
207432	Taylor v. Realty Income Corporation	11/14/24	3.6	David Keledjian	Review and Reviss Mediation Brief, including review of Def's. Mediation Doc Production and Records.
207432	Taylor v. Realty Income Corporation	11/15/24	0.8	David Arakelyan	Continue drafting the mediation brief
207432	Taylor v. Realty Income Corporation	11/15/24	0.4	David Arakelyan	Review Plaintiff's doc production for exhibits
207432	Taylor v. Realty Income Corporation	11/15/24	1.9	David Arakelyan	Finalize mediation brief, identify exhibits

Case Number	Case Title	Date of Entry	Billable Time	Staff Name - (Full)	Note
207432	Taylor v. Realty Income Corporation	11/15/24	0.1	Lana Hovhannisyan	Revise Motion to Compel Production of Employee List
207432	Taylor v. Realty Income Corporation	11/15/24	0.2	David Arakelyan	Review OC's mediation brief
207432	Taylor v. Realty Income Corporation	11/15/24	0.4	David Arakelyan	Discuss case and mediation issues with DY; review brief
207432	Taylor v. Realty Income Corporation	11/15/24	0.1	David Arakelyan	Email brief to mediator; set up a text group
207432	Taylor v. Realty Income Corporation	11/15/24	0.6	David Arakelyan	Talk with client re: Defendant's brief and contentions; employment-related issues; unemployment benefits
207432	Taylor v. Realty Income Corporation	11/15/24	0.3	David Arakelyan	Finalize motion to produce EE list and prepare for filing; create task for JF
207432	Taylor v. Realty Income Corporation	11/15/24	0.4	David Arakelyan	Research re: PMK deposition samples and topics
207432	Taylor v. Realty Income Corporation	11/15/24	0.1	David Arakelyan	Figure out the status of mailed subpoena that is missing with Laure and Jordan; look up USPS info
207432	Taylor v. Realty Income Corporation	11/15/24	0.1	David Arakelyan	Respond to arbitrator's request for information re: subpoenas
207432	Taylor v. Realty Income Corporation	11/15/24	1	David Arakelyan	Draft PMK depo notice with categories
207432	Taylor v. Realty Income Corporation	11/15/24	0.1	David Arakelyan	Email OC with PMK depo topics
207432	Taylor v. Realty Income Corporation	11/15/24	0.4	David Arakelyan	Draft/send response to JAMS re: OC email on PMK topics
207432	Taylor v. Realty Income Corporation	11/15/24	2.3	David Keledjian	Prep. for Mediation.
207432	Taylor v. Realty Income Corporation	11/15/24	0.9	David Keledjian	Review of OC's Mediation Brief.
207432	Taylor v. Realty Income Corporation	11/17/24	0.1	David Arakelyan	Search for PAGA retainer
207432	Taylor v. Realty Income Corporation	11/17/24	0.1	David Arakelyan	Email client re: depo availability
207432	Taylor v. Realty Income Corporation	11/18/24	0.1	David Arakelyan	Send mediation materials and data to DK and DY with notes re: mediation
207432	Taylor v. Realty Income Corporation	11/18/24	0.8	David Arakelyan	Prepare for mediation
207432	Taylor v. Realty Income Corporation	11/18/24	0.2	David Arakelyan	Respond to arbitrator re: hearing; consult with DK
207432	Taylor v. Realty Income Corporation	11/18/24	3.9	David Arakelyan	Mediation participation
207432	Taylor v. Realty Income Corporation	11/18/24	0.1	David Arakelyan	Call with client re: PAGA MOU
207432	Taylor v. Realty Income Corporation	11/18/24	1.1	Lana Hovhannisyan	Review Document Production and Draft Discovery
207432	Taylor v. Realty Income Corporation	11/18/24	0.1	David Arakelyan	Send PAGA MOU to OC
207432	Taylor v. Realty Income Corporation	11/18/24	0.1	David Arakelyan	Follow up re: fully-executed PAGA MOU; add to Sharepoint; send to JF
207432	Taylor v. Realty Income Corporation	11/18/24	0.2	David Arakelyan	Call with client to update re: status of mediation
207432	Taylor v. Realty Income Corporation	11/18/24	1.2	David Keledjian	Further Prep. for mediation
207432	Taylor v. Realty Income Corporation	11/18/24	4	David Keledjian	Attend Mediation.
207432	Taylor v. Realty Income Corporation	11/19/24	0.1	David Arakelyan	Call with JAMS rep re: subpoenas
207432	Taylor v. Realty Income Corporation	11/19/24	0.3	David Arakelyan	Retrieve and review letter from OC re: PMK depo topics
207432	Taylor v. Realty Income Corporation	11/22/24	0.2	David Arakelyan	Follow up on discovery requests, retrieve and add to file; follow up re: calendaring deadlines
207432	Taylor v. Realty Income Corporation	11/22/24	0.1	David Arakelyan	Respond to mediator's office re: new hearing
207432	Taylor v. Realty Income Corporation	11/25/24	0.2	David Arakelyan	Retrieve and review the settlement agreement
207432	Taylor v. Realty Income Corporation	11/25/24	0.5	David Arakelyan	Review and revise the draft settlement agreement form OC
207432	Taylor v. Realty Income Corporation	11/25/24	0.1	David Arakelyan	Follow up re: post-settlement arb CMC/calendaring
207432	Taylor v. Realty Income Corporation	11/26/24	0.1	David Arakelyan	Email OC with copy of SA draft
207432	Taylor v. Realty Income Corporation	11/27/24	0.6	David Arakelyan	Review and revise the settlement agreement from oC
207432	Taylor v. Realty Income Corporation	11/27/24	1.3	David Keledjian	Review and Revise Draft Long Form Settlement.
207432	Taylor v. Realty Income Corporation	12/3/24	0.1	David Arakelyan	Respond to OC email re: discovery and stay
207432	Taylor v. Realty Income Corporation	12/4/24	0.2	David Arakelyan	Call with client re: arbitration agreement
207432	Taylor v. Realty Income Corporation	12/4/24	0.1	David Arakelyan	Note to DK re: opposition to MTC Arb
207432	Taylor v. Realty Income Corporation	12/4/24	0.2	David Arakelyan	Review joinder by Realty to MTC Arb
207432	Taylor v. Realty Income Corporation	12/4/24	0.3	David Arakelyan	Finalize the declaration; prepare for signature; ask JF to send to client
207432	Taylor v. Realty Income Corporation	12/4/24	0.2	David Arakelyan	Discuss Opp to MTC Arb and other issues with DK
207432	Taylor v. Realty Income Corporation	12/11/24	0.2	David Arakelyan	Retrieve add'l mediation data produced by OC, combine docs, add to file
207432	Taylor v. Realty Income Corporation	12/11/24	0.1	David Arakelyan	Email expert with add'l data
207432	Taylor v. Realty Income Corporation	12/11/24	0.2	David Arakelyan	Follow up with Jarrett re: production and pay records
207432	Taylor v. Realty Income Corporation	12/11/24	0.2	David Arakelyan	Discuss the motion for list with Lana; provide samples and instructions
207432	Taylor v. Realty Income Corporation	12/11/24	0.1	David Arakelyan	Call to Natasha (no response)
207432	Taylor v. Realty Income Corporation	12/11/24	0.8	David Arakelyan	Pre-mediation call with client re: PAGA claims
207432	Taylor v. Realty Income Corporation	12/11/24	0.3	David Arakelyan	Discuss motion with Lana
207432	Taylor v. Realty Income Corporation	12/11/24	2.6	Lana Hovhannisyan	Draft Motion to Compel Production of Witness List and Legal Research for Motion
207432	Taylor v. Realty Income Corporation	12/13/24	0.2	David Arakelyan	Review JAMS Procedures for filing complaint against arbitrator (none found)
207432	Taylor v. Realty Income Corporation	1/13/25	1.4	David Arakelyan	Draft PAGA Settlement Agreement
207432	Taylor v. Realty Income Corporation	1/13/25	0.1	David Arakelyan	Email Phoenix re: PAGA admin quote
207432	Taylor v. Realty Income Corporation	1/13/25	0.1	David Arakelyan	Respond to OC re: status of settlement agreement
207432	Taylor v. Realty Income Corporation	1/13/25	0.1	David Arakelyan	Email Phoenix re: settlement quote
207432	Taylor v. Realty Income Corporation	1/13/25	0.1	David Arakelyan	Follow up with JF re: costs
207432	Taylor v. Realty Income Corporation	1/15/25	0.1	David Arakelyan	Update settlement admin info in the SA
207432	Taylor v. Realty Income Corporation	1/22/25	0.4	David Arakelyan	Further changes to the settlement agreement
207432	Taylor v. Realty Income Corporation	1/22/25	0.1	David Arakelyan	Email OC re: settlement agreement and request redlines
207432	Taylor v. Realty Income Corporation	1/24/25	0.3	David Arakelyan	Review procedures for filing motion; update case notes;
207432	Taylor v. Realty Income Corporation	2/20/25	0.2	David Arakelyan	Review OC changes to the PAGA settlement agreement
207432	Taylor v. Realty Income Corporation	2/20/25	0.1	David Arakelyan	Note to David K. re proposed changes to the PAGA SA, the carveout of IND settlement, and MOU terms
207432	Taylor v. Realty Income Corporation	2/26/25	0.3	David Arakelyan	Make additional changes to the PAGA settlement agreement to exclude WT claims; send back to OC
207432	Taylor v. Realty Income Corporation	3/3/25	0.1	David Arakelyan	Review and finalize settlement agreement draft; confirmation email to OC re: circulating for signatures
207432	Taylor v. Realty Income Corporation	3/3/25	0.1	David Arakelyan	Send settlement agreement and email notification to client for signature
207432	Taylor v. Realty Income Corporation	4/2/25	0.1	David Arakelyan	Look up date when SA was sent to OC
207432	Taylor v. Realty Income Corporation	4/3/25	0.1	David Arakelyan	Follow up call to Natashah re: PAGA settlement agreement after yesterday's email
207432	Taylor v. Realty Income Corporation	5/2/25	0.1	David Arakelyan	Follow up email to OC re: status of PAGA settlement agreement
207432	Taylor v. Realty Income Corporation	6/25/25	2	David Arakelyan	Work on settlement approval motion
207432	Taylor v. Realty Income Corporation	6/25/25	0.9	David Arakelyan	Continue drafting the PAGA approval motion
207432	Taylor v. Realty Income Corporation	6/25/25	0.1	David Arakelyan	Retrieve declaration from Phoenix re: approval of PAGA
207432	Taylor v. Realty Income Corporation	6/25/25	0.1	David Arakelyan	Call with client re: declaration, hours spent on case, motion; email follow up
207432	Taylor v. Realty Income Corporation	6/26/25	0.1	David Arakelyan	Respond to client re: declaration and estimate for hours
207432	Taylor v. Realty Income Corporation	6/26/25	0.1	David Arakelyan	Call with client to confirm hours for declaration
207432	Taylor v. Realty Income Corporation	6/26/25	0.1	David Arakelyan	Update declaration; send to Jordan to send to client for signature
207432	Taylor v. Realty Income Corporation	6/27/25	0.2	David Arakelyan	Work on the motion for PAGA approval
207432	Taylor v. Realty Income Corporation	6/27/25	0.3	David Arakelyan	Continue working on PAGA motion
207432	Taylor v. Realty Income Corporation	6/27/25	0.1	David Arakelyan	Review time entries ahead of PAGA motion filing
207432	Taylor v. Realty Income Corporation	6/27/25	0.7	David Arakelyan	Continue working on PAGA approval motion
207432	Taylor v. Realty Income Corporation	6/27/25	2	David Arakelyan	Work on finalizing the motion; review costs and follow up re: time with staff; update and finalize declaration
207432	Taylor v. Realty Income Corporation	6/27/25	0.1	David Arakelyan	Email OC with the copy of the motion papers for PAGA approval
207432	Taylor v. Realty Income Corporation	6/27/25	0.1	David Arakelyan	Call and voicemail for OC Tory Polin re: motion filing deadline on Monday
207432	Taylor v. Realty Income Corporation	6/27/25	1.6	David Keledjian	Review and Revise Settlement Approval Papers.
207432	Taylor v. Realty Income Corporation	6/30/25	1.2	David Keledjian	Cont. Review of Settlement Approval Motion and Supporting Papers.
207432	Taylor v. Realty Income Corporation	6/30/25	0.1	David Arakelyan	Follow up with staff re: filing and time report
207432	Taylor v. Realty Income Corporation	7/3/25	0.1	David Arakelyan	Email OC with copy of the Plaintiff-executed PAGA settlement agreement
207432	Taylor v. Realty Income Corporation	7/3/25	0.1	David Arakelyan	Create follow up tasks re: approval hearing on PAGA motion
207432	Taylor v. Realty Income Corporation	7/3/25	0.1	David Arakelyan	Email OC re: hearing dates for motion for prelim approval
207432	Taylor v. Realty Income Corporation	7/3/25	0.2	David Arakelyan	Draft/send email to the complex department re: PAGA approval hearing date
207432	Taylor v. Realty Income Corporation	10/1/25	0.1	David Arakelyan	Locate and retrieve fully-executed PAGA SA; send to JF for filing
207432	Taylor v. Realty Income Corporation	10/3/25	0.2	David Arakelyan	Follow up re: prelim approval motion date and deadlines; update calendar and dates/deadlines
207432	Taylor v. Realty Income Corporation	10/3/25	0.1	David Arakelyan	Follow up with DK re: motion filing and deadline; relaying to Enoch

Case Number	Case Title	Date of Entry	Billable Time	Staff Name - (Full)	Note
207432	Taylor v. Realty Income Corporation	1/12/23	0.2	David Arakelyan	Confirmed case number and filing; reviewed CMO; update case notes; note to DK re: service
207432	Taylor v. Realty Income Corporation	4/10/23	0.1	David Arakelyan	Follow up on PAGA submission deadline; respond to DY
207432	Taylor v. Realty Income Corporation	5/9/23	0.3	David Arakelyan	Review/analyze case with DK re: PAGA claims
207432	Taylor v. Realty Income Corporation	5/9/23	0.3	David Arakelyan	Review/analyze arbitration agreement
207432	Taylor v. Realty Income Corporation	5/9/23	0.3	David Arakelyan	Update intake sheet
207432	Taylor v. Realty Income Corporation	5/9/23	0.1	David Arakelyan	Text Client re: phone call
207432	Taylor v. Realty Income Corporation	6/9/23	1.3	David Arakelyan	Conversation with client - intake re: WT case
207432	Taylor v. Realty Income Corporation	6/9/23	0.2	David Arakelyan	Communicate with DK re: case issues and tasks
207432	Taylor v. Realty Income Corporation	6/9/23	0.7	David Arakelyan	Review all documents and make notes re: useful items
207432	Taylor v. Realty Income Corporation	6/9/23	0.2	David Arakelyan	Follow up call with client
207432	Taylor v. Realty Income Corporation	6/9/23	2.5	David Arakelyan	Draft arbitration demand, exhibit, and email to DK
207432	Taylor v. Realty Income Corporation	6/9/23	1.8	David Arakelyan	Draft PAGA Complaint
207432	Taylor v. Realty Income Corporation	6/12/23	0.1	David Arakelyan	Follow up on POSS (Robert Half); update case notes; instruct JF to file with court
207432	Taylor v. Realty Income Corporation	8/9/23	0.6	David Arakelyan	Revise PAGA complaint
207432	Taylor v. Realty Income Corporation	8/11/23	0.3	David Arakelyan	Finalize PAGA complaint
207432	Taylor v. Realty Income Corporation	9/14/23	0.5	David Arakelyan	Finalize PAGA letter
207432	Taylor v. Realty Income Corporation	9/18/23	0.5	David Arakelyan	Review file and documents for add'l WT issues
207432	Taylor v. Realty Income Corporation	11/9/23	0.2	David Arakelyan	Communicate (with client) regarding arbitration demand and retainer
207432	Taylor v. Realty Income Corporation	11/9/23	1.3	David Arakelyan	Draft new PAGA-only letter
207432	Taylor v. Realty Income Corporation	11/28/23	0.1	David Arakelyan	Review PAGA filing deadline and SOL; update task for JF; include on list to discuss with DK
207432	Taylor v. Realty Income Corporation	12/13/23	0.2	David Arakelyan	Follow up on POSS filing; confirm Robert Half; retrieve Realty POSS and create task for JF to file
207432	Taylor v. Realty Income Corporation	12/18/23	0.1	David Arakelyan	Respond to OC email re: call
207432	Taylor v. Realty Income Corporation	12/20/23	0.3	David Arakelyan	Review the CMO; create tasks for JF for service; update case list; review court docket
207432	Taylor v. Realty Income Corporation	12/22/23	0.1	David Arakelyan	Review stipulation and emails from OC representing Robert Half
207432	Taylor v. Realty Income Corporation	1/4/24	0.1	David Arakelyan	Email OC re: CMC date and possible move
207432	Taylor v. Realty Income Corporation	1/5/24	0.1	David Arakelyan	Call and voicemail for client re: depo dates
207432	Taylor v. Realty Income Corporation	1/10/24	0.7	David Arakelyan	Draft Rule 17 exchange re: PAGA matter; look for witnesses based on D's production and past discovery responses
207432	Taylor v. Realty Income Corporation	1/10/24	0.1	David Arakelyan	Confirm with client that she has no further docs; send email to JF to add to file
207432	Taylor v. Realty Income Corporation	1/10/24	0.1	David Arakelyan	Finalize Rule 17 exchange and prepare for service; create task for JF to serve on Friday 10/4
207432	Taylor v. Realty Income Corporation	1/11/24	0.1	David Arakelyan	Retrieve arbitration disclosures and send to JF for filing
207432	Taylor v. Realty Income Corporation	1/18/24	0.1	David Arakelyan	Update OC information for Realty Income in notes; review email communication; note to DK
207432	Taylor v. Realty Income Corporation	1/18/24	0.1	David Arakelyan	Email OC re: e-service agreement
207432	Taylor v. Realty Income Corporation	1/23/24	0.1	David Arakelyan	Review follow up email from OC re: arbitration of PAGA
207432	Taylor v. Realty Income Corporation	1/25/24	0.1	David Arakelyan	Review emails for OC re: related case; update case list
207432	Taylor v. Realty Income Corporation	1/25/24	0.4	David Arakelyan	Begin drafting Related Case comparison
207432	Taylor v. Realty Income Corporation	1/29/24	0.2	David Arakelyan	Review court docket and PAGA website; search for complaint for case comparison; update related case sheet
207432	Taylor v. Realty Income Corporation	1/30/24	0.1	David Arakelyan	Respond to OC re: call
207432	Taylor v. Realty Income Corporation	1/31/24	0.3	David Arakelyan	Review case, arb agreement, OC emails and email DK re: details ahead of call with counsel
207432	Taylor v. Realty Income Corporation	1/31/24	0.1	David Arakelyan	Email correspondence with OC re: call/send Teams invite
207432	Taylor v. Realty Income Corporation	2/7/24	0.1	David Arakelyan	Email Dept. 24 re: rescheduling CMC
207432	Taylor v. Realty Income Corporation	2/12/24	0.3	David Arakelyan	Review OC's changes to the SA; discuss with DK
207432	Taylor v. Realty Income Corporation	2/14/24	0.2	David Arakelyan	Review case docket, status of order re: extension, discovery deadlines, update notes
207432	Taylor v. Realty Income Corporation	2/14/24	0.2	David Arakelyan	Update Related Case Comparison with Dorff case info and causes of action
207432	Taylor v. Realty Income Corporation	2/23/24	0.1	David Arakelyan	Retrieve Taylor Zoom conference notice and forward to JF for filing/calendaring
207432	Taylor v. Realty Income Corporation	2/28/24	0.1	David Arakelyan	Discuss issues pertaining to the PAGA case and potential motion
207432	Taylor v. Realty Income Corporation	3/5/24	0.2	David Arakelyan	Retrieve complex order and CMO; extract dates and deadlines; create task for JF to calendar/serve
207432	Taylor v. Realty Income Corporation	3/5/24	0.2	David Arakelyan	Review case status and docket; update notes; retrieve documents and create tasks for JF and DA
207432	Taylor v. Realty Income Corporation	3/5/24	0.2	David Arakelyan	Discuss case-related issues with DK: new authority, discovery; new briefing schedule
207432	Taylor v. Realty Income Corporation	3/12/24	0.2	David Arakelyan	Review and finalize SA with DK
207432	Taylor v. Realty Income Corporation	3/12/24	0.1	David Arakelyan	Send SA to RHI OC for signature
207432	Taylor v. Realty Income Corporation	3/12/24	0.1	David Arakelyan	Follow up with JF re: settlement with RHI and signing of agreement
207432	Taylor v. Realty Income Corporation	3/21/24	0.1	David Arakelyan	Review file docs for production in WT case
207432	Taylor v. Realty Income Corporation	3/29/24	0.1	David Arakelyan	Discuss pushing CMC with DK
207432	Taylor v. Realty Income Corporation	4/10/24	0.1	David Arakelyan	Email OC re: PAGA matter
207432	Taylor v. Realty Income Corporation	4/11/24	0.6	David Arakelyan	Review all documents produced for the matter; locate handbook; draft email to OC re: outstanding items; update and send mediation data request
207432	Taylor v. Realty Income Corporation	4/12/24	0.2	David Arakelyan	Call with client re: settlement agreement, PAGA approval process and status of motion
207432	Taylor v. Realty Income Corporation	4/12/24	0.1	David Arakelyan	Respond to client's questions re: agreement and missing property
207432	Taylor v. Realty Income Corporation	4/12/24	0.1	David Arakelyan	Email RHI re: client's personal property
207432	Taylor v. Realty Income Corporation	4/15/24	0.2	David Arakelyan	Retrieve/review CMC continuance order; update CMC sheet and create tasks
207432	Taylor v. Realty Income Corporation	4/15/24	0.1	David Arakelyan	Follow up with client re: declaration via text
207432	Taylor v. Realty Income Corporation	4/15/24	0.4	David Arakelyan	Update the RJN's
207432	Taylor v. Realty Income Corporation	4/15/24	1	David Arakelyan	Review other arb opps for relevant caselaw and language; update opposition
207432	Taylor v. Realty Income Corporation	4/15/24	0.6	David Arakelyan	Research re: cases where D's motion to compel was denied
207432	Taylor v. Realty Income Corporation	4/15/24	0.6	David Arakelyan	Work on RJN's
207432	Taylor v. Realty Income Corporation	4/15/24	0.2	David Arakelyan	Retrieve cites from Viking/Uber for Motion
207432	Taylor v. Realty Income Corporation	4/15/24	0.2	David Arakelyan	Texts with client re: not being able to sign the declaration
207432	Taylor v. Realty Income Corporation	4/16/24	0.2	David Arakelyan	Follow up with JF re: rejection of the evidentiary objections
207432	Taylor v. Realty Income Corporation	4/19/24	0.2	David Arakelyan	Confirm CMC is vacated; update case sheet with new date
207432	Taylor v. Realty Income Corporation	4/19/24	0.1	David Arakelyan	Review the status of discovery; update notes and deadlines
207432	Taylor v. Realty Income Corporation	4/23/24	0.2	David Arakelyan	Retrieve reply from both D's and add to Sharepoint create tasks for JF re: add to file
207432	Taylor v. Realty Income Corporation	4/23/24	0.6	David Arakelyan	Review Replies from both D's and supporting paperwork/RJN's, objections, etc.
207432	Taylor v. Realty Income Corporation	4/25/24	0.2	David Arakelyan	Follow up with Court re: MTC Arb tentative (none yet); review docket for various decisions
207432	Taylor v. Realty Income Corporation	4/25/24	0.1	David Arakelyan	Discuss arbitration motion and court docket info with DK
207432	Taylor v. Realty Income Corporation	4/25/24	0.3	David Arakelyan	Review the OC email re: rescheduling; retrieve court order and CMO; discuss with DK
207432	Taylor v. Realty Income Corporation	4/25/24	0.1	David Arakelyan	Reply to OC re: hearing dates
207432	Taylor v. Realty Income Corporation	4/29/24	0.1	David Arakelyan	Reply to OC re: MTC Arbitration; calendar check
207432	Taylor v. Realty Income Corporation	5/1/24	0.2	David Arakelyan	Review emails from OC and draft note to DK re: course of action
207432	Taylor v. Realty Income Corporation	5/1/24	0.2	David Arakelyan	Retrieve court order and send to JF for filing/calendaring
207432	Taylor v. Realty Income Corporation	5/11/24	0.1	David Arakelyan	Retrieve outstanding docs and add to file
207432	Taylor v. Realty Income Corporation	5/11/24	0.1	David Arakelyan	Review case file for call with mediator
207432	Taylor v. Realty Income Corporation	5/11/24	0.6	David Arakelyan	Call with mediator
207432	Taylor v. Realty Income Corporation	5/11/24	0.1	David Arakelyan	Email client re: mediation
207432	Taylor v. Realty Income Corporation	5/12/24	0.1	David Arakelyan	Email response to Realty OC re: settlement and status of client's personal items
207432	Taylor v. Realty Income Corporation	5/12/24	0.1	David Arakelyan	Email response to client re: status of her belongings per RHI
207432	Taylor v. Realty Income Corporation	5/12/24	0.1	David Arakelyan	Retrieve signed RHI settlement agreement
207432	Taylor v. Realty Income Corporation	5/12/24	0.1	David Arakelyan	Send fully-executed SA to RHI OC, request to contact arbitrator re: settlement
207432	Taylor v. Realty Income Corporation	5/13/24	0.1	David Arakelyan	Review case status and court docket; note to DK re: pending items
207432	Taylor v. Realty Income Corporation	5/28/24	0.1	David Arakelyan	Retrieve D's filed MPA re: new authority; forward to JF for filing; review
207432	Taylor v. Realty Income Corporation	5/28/24	0.2	David Arakelyan	Review case docket; update case sheet; notes to DK
207432	Taylor v. Realty Income Corporation	5/31/24	0.1	David Arakelyan	Revise the stipulation
207432	Taylor v. Realty Income Corporation	5/31/24	0.1	David Arakelyan	Reply to OC re: stipulation and proposed order
207432	Taylor v. Realty Income Corporation	6/2/24	0.1	David Arakelyan	Review stip from OC re extension of pleading deadline
207432	Taylor v. Realty Income Corporation	6/3/24	0.2	David Arakelyan	Retrieve MTC Arb docs; review dates and update case sheet; send to JF re: calendaring; create tasks
207432	Taylor v. Realty Income Corporation	6/5/24	0.5	David Arakelyan	Read/review Mondragon v. Sunrun case and its applicability to MTC Arb pending in Taylor
207432	Taylor v. Realty Income Corporation	6/5/24	1	David Arakelyan	Draft Notice of new authority
207432	Taylor v. Realty Income Corporation	6/5/24	0.2	David Arakelyan	Review Complex CMO
207432	Taylor v. Realty Income Corporation	6/5/24	0.2	David Arakelyan	Respond to OC email re: stip
207432	Taylor v. Realty Income Corporation	6/11/24	0.1	David Arakelyan	Retrieve 2022 and 2023 handbooks from Realty and add to file

Case Number	Case Title	Date of Entry	Billable Time	Staff Name - (Full)	Note
207432	Taylor v. Realty Income Corporation	6/12/24	0.2	David Arakelyan	Discuss post-settlement issues and pending items and tasks with DK
207432	Taylor v. Realty Income Corporation	6/12/24	0.2	David Arakelyan	Finalize Dismissal Form and ask JF to file
207432	Taylor v. Realty Income Corporation	6/27/24	0.1	David Arakelyan	Calendar review re: motion date availability
207432	Taylor v. Realty Income Corporation	6/27/24	0.1	David Arakelyan	Email OC re: motion hearing dates for contesting tentative
207432	Taylor v. Realty Income Corporation	6/27/24	0.5	David Arakelyan	Contesting tentative re: MTC Arb: calling OC and conversations; drafting/sending email to Court/OC's; follow up with JF re: call to Court;
207432	Taylor v. Realty Income Corporation	6/27/24	0.1	David Arakelyan	Consult with DK re: 7/19 calendar
207432	Taylor v. Realty Income Corporation	7/3/24	0.1	David Arakelyan	Discuss discovery issues with DK
207432	Taylor v. Realty Income Corporation	7/5/24	0.2	David Arakelyan	Review authority re: stay during MTC Arb and share with Pola
207432	Taylor v. Realty Income Corporation	7/8/24	3.4	David Arakelyan	Draft a reply to Respondent's brief re: consolidation and meet/confer efforts
207432	Taylor v. Realty Income Corporation	7/10/24	0.1	David Arakelyan	Email OC re: discovery plan meet and confer
207432	Taylor v. Realty Income Corporation	7/11/24	0.1	David Arakelyan	Retrieve discovery requests from OC and calendar response deadline; update case notes
207432	Taylor v. Realty Income Corporation	7/18/24	0.2	David Arakelyan	Review and retrieve the files re: arbitration motion; follow up with staff re: adding to file; add to shared folder and send to DK for tomorrow's hearing
207432	Taylor v. Realty Income Corporation	7/23/24	0.1	David Arakelyan	Review CMC status and court order re: MTC Arb
207432	Taylor v. Realty Income Corporation	7/27/24	4	David Arakelyan	Draft arbitration demand and brief re: non-consolidation; put together exhibits and research rules
207432	Taylor v. Realty Income Corporation	7/29/24	0.3	David Arakelyan	Draft/send email to Court re: arbitration consolidation issue
207432	Taylor v. Realty Income Corporation	7/29/24	0.2	David Arakelyan	Email OC re: meet/confer call and request to postpone submitting arbitration demand
207432	Taylor v. Realty Income Corporation	7/29/24	0.1	David Arakelyan	Respond to Court's message re: Zoom call availability
207432	Taylor v. Realty Income Corporation	7/29/24	0.1	David Arakelyan	Communication with OC re: proposed order
207432	Taylor v. Realty Income Corporation	7/29/24	0.2	David Arakelyan	Communications with Court re: arbitration issues
207432	Taylor v. Realty Income Corporation	7/30/24	0.1	David Arakelyan	Follow up re: today's Court hearing; add to calendar
207432	Taylor v. Realty Income Corporation	7/30/24	0.7	David Arakelyan	Hearing with Judge Finigan re: arbitration issues
207432	Taylor v. Realty Income Corporation	7/30/24	0.5	David Arakelyan	Update brief; discussion with Roman re: contents
207432	Taylor v. Realty Income Corporation	7/31/24	0.9	David Arakelyan	Research re: consolidation; update brief re: non-consolidation
207432	Taylor v. Realty Income Corporation	7/31/24	0.1	David Arakelyan	Respond to Alvin re: arbitration demand
207432	Taylor v. Realty Income Corporation	7/31/24	1.8	David Arakelyan	Prepare arbitration demand and supplemental brief for submission to JAMS
207432	Taylor v. Realty Income Corporation	7/31/24	0.5	David Arakelyan	Submit PAGA arbitration demand to JAMS; follow up with JF re: service and costs
207432	Taylor v. Realty Income Corporation	8/1/24	1.5	David Arakelyan	Draft discovery for both Realty and Robert Half; draft discovery letter and update BW notice
207432	Taylor v. Realty Income Corporation	8/3/24	0.1	David Arakelyan	Respond to OC re: discovery stay
207432	Taylor v. Realty Income Corporation	8/3/24	0.1	David Arakelyan	Discuss case-related issues with DK
207432	Taylor v. Realty Income Corporation	9/2/24	0.1	David Arakelyan	Conversation with OC (Realty) re: discovery
207432	Taylor v. Realty Income Corporation	9/4/24	0.6	David Arakelyan	Draft joint stipulation and order re: moving CMC
207432	Taylor v. Realty Income Corporation	9/4/24	0.1	David Arakelyan	Email OC re: stip to advance CMC
207432	Taylor v. Realty Income Corporation	9/4/24	0.1	David Arakelyan	Respond to OC re: stipulation re: CMC
207432	Taylor v. Realty Income Corporation	9/4/24	0.1	David Arakelyan	Resend stip and order to all counsel
207432	Taylor v. Realty Income Corporation	9/12/24	0.2	David Arakelyan	Respond to OC email re: dismissal of claims
207432	Taylor v. Realty Income Corporation	9/30/24	0.1	David Arakelyan	Email client re: Rule 17 exchange and document production
207432	Taylor v. Realty Income Corporation	10/1/24	0.2	David Arakelyan	Review status of Realty Income Defendant: confirm service date, confirm no Answer or OC appearance; note to DK
207432	Taylor v. Realty Income Corporation	10/1/24	0.1	David Arakelyan	Review email from OC (Robert Half) re: arbitration; note to DK
207432	Taylor v. Realty Income Corporation	10/4/24	1.5	David Arakelyan	Draft evidentiary objections re MTC Arb
207432	Taylor v. Realty Income Corporation	10/4/24	0.2	David Arakelyan	Call, voicemail and email to client re: calling bak for arb issues
207432	Taylor v. Realty Income Corporation	10/4/24	0.2	David Arakelyan	Draft and review contents of the Plaintiff's declaration
207432	Taylor v. Realty Income Corporation	10/4/24	0.2	David Arakelyan	Review of the arbitration agreement
207432	Taylor v. Realty Income Corporation	10/4/24	0.6	David Arakelyan	Email DK re: arguments for arbitration motion and arb agreement issues; review motion
207432	Taylor v. Realty Income Corporation	10/4/24	0.2	David Arakelyan	Discuss Opp to MTC Arb with DK
207432	Taylor v. Realty Income Corporation	10/4/24	0.1	David Arakelyan	Text to client asking for call back
207432	Taylor v. Realty Income Corporation	10/5/24	0.5	David Arakelyan	Review Complex Designation order; update case notes; create tasks as appropriate
207432	Taylor v. Realty Income Corporation	10/10/24	0.5	David Arakelyan	Draft joint discovery plan for PAGA matter
207432	Taylor v. Realty Income Corporation	10/10/24	0.1	David Arakelyan	Retrieve and review Sched Order No 7; send to JF for filing
207432	Taylor v. Realty Income Corporation	10/10/24	0.2	David Arakelyan	Discuss mediation issues with DK and DY, including identity of the mediator
207432	Taylor v. Realty Income Corporation	10/12/24	0.1	David Arakelyan	Email OC (RHI) re: call with DK tomorrow
207432	Taylor v. Realty Income Corporation	10/31/24	0.2	David Arakelyan	Retrieve mediation documents; create task re: calendaring; update case sheet
207432	Taylor v. Realty Income Corporation	10/31/24	0.1	David Arakelyan	Email mediation invoice to Accounting for payment
207432	Taylor v. Realty Income Corporation	10/31/24	0.1	David Arakelyan	Review IME brief
207432	Taylor v. Realty Income Corporation	10/31/24	0.1	David Arakelyan	Email OC re: mediation data
207432	Taylor v. Realty Income Corporation	10/31/24	0.1	David Arakelyan	Confirm mediation invoice payment; update case notes
207432	Taylor v. Realty Income Corporation	10/31/24	0.1	David Arakelyan	Respond to mediator re: call availability; check calendar
207432	Taylor v. Realty Income Corporation	10/31/24	0.1	David Arakelyan	Follow up with mediator re: call next week; update calendar
207432	Taylor v. Realty Income Corporation	11/4/24	1.3	David Arakelyan	Review D's motion, outline opposition; start drafting introduction to Opp to MTC Arb
207432	Taylor v. Realty Income Corporation	11/4/24	0.1	David Arakelyan	Check court docket (no stip yet)
207432	Taylor v. Realty Income Corporation	11/4/24	0.4	David Arakelyan	Draft CMS; confirm information re: hearing location
207432	Taylor v. Realty Income Corporation	11/4/24	0.1	David Arakelyan	Email client with draft declaration
207432	Taylor v. Realty Income Corporation	11/4/24	0.7	David Arakelyan	Continue drafting opp to MTC
207432	Taylor v. Realty Income Corporation	11/4/24	0.4	David Arakelyan	Continue drafting the Opp to MTC Arb.
207432	Taylor v. Realty Income Corporation	11/10/24	0.1	David Arakelyan	Email OC re: discovery plan
207432	Taylor v. Realty Income Corporation	11/11/24	0.1	David Arakelyan	Email OC re: time/pay data
207432	Taylor v. Realty Income Corporation	11/11/24	0.3	David Arakelyan	Retrieve and share mediation documents to expert
207432	Taylor v. Realty Income Corporation	11/11/24	0.1	David Arakelyan	Email client re: call tomorrow re: PAGA claims
207432	Taylor v. Realty Income Corporation	11/12/24	0.1	David Arakelyan	Create a task for DK re: follow up on settlement agreement issues with RHI
207432	Taylor v. Realty Income Corporation	11/14/24	2.8	David Arakelyan	Draft mediation brief
207432	Taylor v. Realty Income Corporation	11/15/24	0.8	David Arakelyan	Continue drafting the mediation brief
207432	Taylor v. Realty Income Corporation	11/15/24	0.4	David Arakelyan	Review Plaintiff's doc production for exhibits
207432	Taylor v. Realty Income Corporation	11/15/24	1.9	David Arakelyan	Finalize mediation brief, identify exhibits
207432	Taylor v. Realty Income Corporation	11/15/24	0.2	David Arakelyan	Review OC's mediation brief
207432	Taylor v. Realty Income Corporation	11/15/24	0.4	David Arakelyan	Discuss case and mediation issues with DY; review brief
207432	Taylor v. Realty Income Corporation	11/15/24	0.1	David Arakelyan	Email brief to mediator; set up a text group
207432	Taylor v. Realty Income Corporation	11/15/24	0.6	David Arakelyan	Talk with client re: Defendant's brief and contentions; employment-related issues; unemployment benefits
207432	Taylor v. Realty Income Corporation	11/15/24	0.3	David Arakelyan	Finalize motion to produce EE list and prepare for filing; create task for JF
207432	Taylor v. Realty Income Corporation	11/15/24	0.4	David Arakelyan	Research re: PMK deposition samples and topics
207432	Taylor v. Realty Income Corporation	11/15/24	0.1	David Arakelyan	Figure out the status of mailed subpoena that is missing with Laure and Jordan; look up USPS info
207432	Taylor v. Realty Income Corporation	11/15/24	0.1	David Arakelyan	Respond to arbitrator's request for information re: subpoenas
207432	Taylor v. Realty Income Corporation	11/15/24	1	David Arakelyan	Draft PMK depo notice with categories
207432	Taylor v. Realty Income Corporation	11/15/24	0.1	David Arakelyan	Email OC with PMK depo topics
207432	Taylor v. Realty Income Corporation	11/15/24	0.4	David Arakelyan	Draft/send response to JAMS re: OC email on PMK topics
207432	Taylor v. Realty Income Corporation	11/17/24	0.1	David Arakelyan	Search for PAGA retainer
207432	Taylor v. Realty Income Corporation	11/17/24	0.1	David Arakelyan	Email client re: depo availability
207432	Taylor v. Realty Income Corporation	11/18/24	0.1	David Arakelyan	Send mediation materials and data to DK and DY with notes re: mediation
207432	Taylor v. Realty Income Corporation	11/18/24	0.8	David Arakelyan	Prepare for mediation
207432	Taylor v. Realty Income Corporation	11/18/24	0.2	David Arakelyan	Respond to arbitrator re: hearing; consult with DK
207432	Taylor v. Realty Income Corporation	11/18/24	3.9	David Arakelyan	Mediation participation
207432	Taylor v. Realty Income Corporation	11/18/24	0.1	David Arakelyan	Call with client re: PAGA MOU
207432	Taylor v. Realty Income Corporation	11/18/24	0.1	David Arakelyan	Send PAGA MOU to OC
207432	Taylor v. Realty Income Corporation	11/18/24	0.1	David Arakelyan	Follow up re: fully-executed PAGA MOU; add to Sharepoint; send to JF
207432	Taylor v. Realty Income Corporation	11/18/24	0.2	David Arakelyan	Call with client to update re: status of mediation
207432	Taylor v. Realty Income Corporation	11/19/24	0.1	David Arakelyan	Call with JAMS rep re: subpoenas
207432	Taylor v. Realty Income Corporation	11/19/24	0.3	David Arakelyan	Retrieve and review letter from OC re: PMK depo topics
207432	Taylor v. Realty Income Corporation	11/22/24	0.2	David Arakelyan	Follow up on discovery requests, retrieve and add to file; follow up re: calendaring deadlines
207432	Taylor v. Realty Income Corporation	11/22/24	0.1	David Arakelyan	Respond to mediator's office re: new hearing

Case Number	Case Title	Date of Entry	Billable Time	Staff Name - (Full)	Note
207432	Taylor v. Realty Income Corporation	11/25/24	0.2	David Arakelyan	Retrieve and review the settlement agreement
207432	Taylor v. Realty Income Corporation	11/25/24	0.5	David Arakelyan	Review and revise the draft settlement agreement form OC
207432	Taylor v. Realty Income Corporation	11/25/24	0.1	David Arakelyan	Follow up re: post-settlement arb CMC/calendaring
207432	Taylor v. Realty Income Corporation	11/26/24	0.1	David Arakelyan	Email OC with copy of SA draft
207432	Taylor v. Realty Income Corporation	11/27/24	0.6	David Arakelyan	Review and revise the settlement agreement from oC
207432	Taylor v. Realty Income Corporation	12/3/24	0.1	David Arakelyan	Respond to OC email re: discovery and stay
207432	Taylor v. Realty Income Corporation	12/4/24	0.2	David Arakelyan	Call with client re: arbitration agreement
207432	Taylor v. Realty Income Corporation	12/4/24	0.1	David Arakelyan	Note to DK re: opposition to MTC Arb
207432	Taylor v. Realty Income Corporation	12/4/24	0.2	David Arakelyan	Review joinder by Realty to MTC Arb
207432	Taylor v. Realty Income Corporation	12/4/24	0.3	David Arakelyan	Finalize the declaration; prepare for signature; ask JF to send to client
207432	Taylor v. Realty Income Corporation	12/4/24	0.2	David Arakelyan	Discuss Opp to MTC Arb and other issues with DK
207432	Taylor v. Realty Income Corporation	12/11/24	0.2	David Arakelyan	Retrieve add'l mediation data produced by OC; combine docs; add to file
207432	Taylor v. Realty Income Corporation	12/11/24	0.1	David Arakelyan	Email expert with add'l data
207432	Taylor v. Realty Income Corporation	12/11/24	0.2	David Arakelyan	Follow up with Jarrett re: production and pay records
207432	Taylor v. Realty Income Corporation	12/11/24	0.2	David Arakelyan	Discuss the motion for list with Lana; provide samples and instructions
207432	Taylor v. Realty Income Corporation	12/11/24	0.1	David Arakelyan	Call to Natasha (no response)
207432	Taylor v. Realty Income Corporation	12/11/24	0.8	David Arakelyan	Pre-mediation call with client re: PAGA claims
207432	Taylor v. Realty Income Corporation	12/11/24	0.3	David Arakelyan	Discuss motion with Lana
207432	Taylor v. Realty Income Corporation	12/13/24	0.2	David Arakelyan	Review JAMS Procedures for filing complaint against arbitrator (none found)
207432	Taylor v. Realty Income Corporation	1/13/25	1.4	David Arakelyan	Draft PAGA Settlement Agreement
207432	Taylor v. Realty Income Corporation	1/13/25	0.1	David Arakelyan	Email Phoenix re: PAGA admin quote
207432	Taylor v. Realty Income Corporation	1/13/25	0.1	David Arakelyan	Respond to OC re: status of settlement agreement
207432	Taylor v. Realty Income Corporation	1/13/25	0.1	David Arakelyan	Email Phoenix re: settlement quote
207432	Taylor v. Realty Income Corporation	1/13/25	0.1	David Arakelyan	Follow up with JF re: costs
207432	Taylor v. Realty Income Corporation	1/15/25	0.1	David Arakelyan	Update settlement admin info in the SA
207432	Taylor v. Realty Income Corporation	1/22/25	0.4	David Arakelyan	Further changes to the settlement agreement
207432	Taylor v. Realty Income Corporation	1/22/25	0.1	David Arakelyan	Email OC re: settlement agreement and request redlines
207432	Taylor v. Realty Income Corporation	1/24/25	0.3	David Arakelyan	Review procedures for filing motion; update case notes;
207432	Taylor v. Realty Income Corporation	2/20/25	0.2	David Arakelyan	Review OC changes to the PAGA settlement agreement
207432	Taylor v. Realty Income Corporation	2/20/25	0.1	David Arakelyan	Note to David K. re proposed changes to the PAGA SA, the carveout of IND settlement, and MOU terms
207432	Taylor v. Realty Income Corporation	2/26/25	0.3	David Arakelyan	Make additional changes to the PAGA settlement agreement to exclude WT claims; send back to OC
207432	Taylor v. Realty Income Corporation	3/3/25	0.1	David Arakelyan	Review and finalize settlement agreement draft; confirmation email to OC re: circulating for signatures
207432	Taylor v. Realty Income Corporation	3/3/25	0.1	David Arakelyan	Send settlement agreement and email notification to client for signature
207432	Taylor v. Realty Income Corporation	4/2/25	0.1	David Arakelyan	Look up date when SA was sent to OC
207432	Taylor v. Realty Income Corporation	4/3/25	0.1	David Arakelyan	Follow up call to Natasah re: PAGA settlement agreement after yesterday's email
207432	Taylor v. Realty Income Corporation	5/2/25	0.1	David Arakelyan	Follow up email to OC re: status of PAGA settlement agreement
207432	Taylor v. Realty Income Corporation	6/25/25	2	David Arakelyan	Work on settlement approval motion
207432	Taylor v. Realty Income Corporation	6/25/25	0.9	David Arakelyan	Continue drafting the PAGA approval motion
207432	Taylor v. Realty Income Corporation	6/25/25	0.1	David Arakelyan	Retrieve declaration from Phoenix re: approval of PAGA
207432	Taylor v. Realty Income Corporation	6/25/25	0.1	David Arakelyan	Call with client re: declaration, hours spent on case, motion; email follow up
207432	Taylor v. Realty Income Corporation	6/26/25	0.1	David Arakelyan	Respond to client re: declaration and estimate for hours
207432	Taylor v. Realty Income Corporation	6/26/25	0.1	David Arakelyan	Call with client to confirm hours for declaration
207432	Taylor v. Realty Income Corporation	6/26/25	0.1	David Arakelyan	Update declaration; send to Jordan to send to client for signature
207432	Taylor v. Realty Income Corporation	6/27/25	0.2	David Arakelyan	Work on the motion for PAGA approval
207432	Taylor v. Realty Income Corporation	6/27/25	0.3	David Arakelyan	Continue working on PAGA motion
207432	Taylor v. Realty Income Corporation	6/27/25	0.1	David Arakelyan	Review time entries ahead of PAGA motion filing
207432	Taylor v. Realty Income Corporation	6/27/25	0.7	David Arakelyan	Continue working on PAGA approval motion
207432	Taylor v. Realty Income Corporation	6/27/25	2	David Arakelyan	Work on finalizing the motion; review costs and follow up re: time with staff; update and finalize declaration
207432	Taylor v. Realty Income Corporation	6/27/25	0.1	David Arakelyan	Email OC with the copy of the motion papers for PAGA approval
207432	Taylor v. Realty Income Corporation	6/27/25	0.1	David Arakelyan	Call and voicemail for OC Tory Polin re: motion filing deadline on Monday
207432	Taylor v. Realty Income Corporation	6/30/25	0.1	David Arakelyan	Follow up with staff re: filing and time report
207432	Taylor v. Realty Income Corporation	7/3/25	0.1	David Arakelyan	Email OC with copy of the Plaintiff-executed PAGA settlement agreement
207432	Taylor v. Realty Income Corporation	7/3/25	0.1	David Arakelyan	Create follow up tasks re: approval hearing on PAGA motion
207432	Taylor v. Realty Income Corporation	7/3/25	0.1	David Arakelyan	Email OC re: hearing dates for motion for prelim approval
207432	Taylor v. Realty Income Corporation	7/3/25	0.2	David Arakelyan	Draft/send email to the complex department re: PAGA approval hearing date
207432	Taylor v. Realty Income Corporation	10/1/25	0.1	David Arakelyan	Locate and retrieve fully-executed PAGA SA; send to JF for filing
207432	Taylor v. Realty Income Corporation	10/3/25	0.2	David Arakelyan	Follow up re: prelim approval motion date and deadlines; update calendar and dates/deadlines
207432	Taylor v. Realty Income Corporation	10/3/25	0.1	David Arakelyan	Follow up with DK re: motion filing and deadline; relaying to Enoch
	Total Time		87.8		

Case Number	Case Title	Date of Entry	Billable Time	Staff Name - (Full)	Note
207432	Taylor v. Realty Income Corporation	5/9/23	0.4	David Keledjian	Review of Arb Agreement.
207432	Taylor v. Realty Income Corporation	6/9/23	0.9	David Keledjian	Review and Revise PAGA Letter.
207432	Taylor v. Realty Income Corporation	6/9/23	1.7	David Keledjian	Review and Revise Complaint.
207432	Taylor v. Realty Income Corporation	6/9/23	2.6	David Keledjian	Review of File and Docs Re: Claims and Theories of Liability.
207432	Taylor v. Realty Income Corporation	4/15/24	2.8	David Keledjian	Review and Revise Opp. to MTC Arb.
207432	Taylor v. Realty Income Corporation	4/23/24	0.8	David Keledjian	Review of Reply ISO MTC Arb.
207432	Taylor v. Realty Income Corporation	7/3/24	0.1	David Keledjian	Discuss Status of Discovery with DA.
207432	Taylor v. Realty Income Corporation	7/29/24	1.4	David Keledjian	Review and Revise Arb. Demand.
207432	Taylor v. Realty Income Corporation	8/3/24	0.1	David Keledjian	Discuss Case Management with DA.
207432	Taylor v. Realty Income Corporation	10/4/24	0.2	David Keledjian	Discuss Opp. to MTC Arb with DA.
207432	Taylor v. Realty Income Corporation	10/4/24	1.3	David Keledjian	Review of Def.'s MTC Arb, and supporting docs.
207432	Taylor v. Realty Income Corporation	11/14/24	3.6	David Keledjian	Review and Revise Mediation Brief, including review of Def's. Mediation Doc Production and Records.
207432	Taylor v. Realty Income Corporation	11/15/24	2.3	David Keledjian	Prep. for Mediation.
207432	Taylor v. Realty Income Corporation	11/15/24	0.9	David Keledjian	Review of OC's Mediation Brief.
207432	Taylor v. Realty Income Corporation	11/18/24	1.2	David Keledjian	Further Prep. for mediation
207432	Taylor v. Realty Income Corporation	11/18/24	4	David Keledjian	Attend Mediation.
207432	Taylor v. Realty Income Corporation	11/27/24	1.3	David Keledjian	Review and Revise Draft Long Form Settlement.
207432	Taylor v. Realty Income Corporation	6/27/25	1.6	David Keledjian	Review and Revise Settlement Approval Papers.
207432	Taylor v. Realty Income Corporation	6/30/25	1.2	David Keledjian	Cont. Review of Settlement Approval Motion and Supporting Papers.
Total Time			23.4		

Case Number	Case Title	Date of Entry	Billable Time	Staff Name - (Full)	Note
207432	Taylor v. Realty Income Corporation	7/10/24	0.1	Lana Hovhannisyan	Discuss IME Research with DA
207432	Taylor v. Realty Income Corporation	11/13/24	1.1	Lana Hovhannisyan	Draft and Revise Motion to Compel Witness List
207432	Taylor v. Realty Income Corporation	11/15/24	0.1	Lana Hovhannisyan	Revise Motion to Compel Production of Employee List
207432	Taylor v. Realty Income Corporation	11/18/24	1.1	Lana Hovhannisyan	Review Document Production and Draft Discovery
207432	Taylor v. Realty Income Corporation	12/11/24	2.6	Lana Hovhannisyan	Draft Motion to Compel Production of Witness List and Legal Research for Motion
	Total Time		5		

Case Number	Case Title	Date of Entry	Billable Time	Staff Name - (Full)	Note
207432	Taylor v. Realty Income Corporation	10/29/24	0.9	Pola Bernabe	spoke to client over the phone re case facts for mediation brief. Client confirmed there's no writing whatsoever to confirm that Defendant had notice of client's disabilities. Client confirmed she only requested an "accommodation" verbally. She requested staggering her schedule with coworker who exacerbated her anxiety and caused her to have anxiety attacks. This request was in mid-September, and she was fired early December, so we have temporal proximity... without any documents to prove it. Also, instead of saying she was calling off work due to her anxiety (a couple of days before termination), client confirmed she just told them she was "contagious" and couldn't come into work. I asked client about this because I saw it in her messages/emails to company in the file.
	Total Time		0.9		

Case Number	Case Title	Date of Entry	Billable Time	Staff Name - (Full)	Note
207432	Taylor v. Realty Income Corporation	1/8/24	0.5	Alvin Lindsay	Confer and correspond with DA regarding arbitration demand and JAMS Rules and consolidation provisions and arguments against consolidating PAGA with WT/FEHA type individual arbitrations.
	Total Time		0.5		

Case Number	Case Title	Date of Entry	Billable Time	Staff Name - (Full)	Note
207432	Taylor v. Realty Income Corporation	12/13/23	0.1	Kevin Burns	Drafted notice of unavailability
	Total Time		0.1		

EXHIBIT 5

EXHIBIT 5

**THIS SETTLEMENT DOES NOT RELEASE ANY INDIVIDUAL CLAIMS THAT YOU
MIGHT HAVE AGAINST THE COMPANY OUTSIDE OF PAGA**

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Taylor v. Realty Income Corporation, et al.
Superior Court of the State of California for the County of San Mateo
Case No. 23-CIV-05673

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

Re: Payment from *Taylor v. Realty Income Corporation, et al.*

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit (“Settlement”) *Taylor v. Realty Income Corporation, et al.*, San Mateo County Superior Court (“Court”), Case No. 23-CIV-05673. The Court has approved the Settlement and this payment to you.

WHAT IS THE CASE ABOUT?

This case was filed by Plaintiff Natasha Denise Taylor (“Plaintiff”) against Realty Income Corporation (“Defendant”) and Robert Half, Inc., pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (“PAGA”), which permits aggrieved employees to sue their employers for Labor Code violations and seek civil penalties on behalf of the state. Robert Half, Inc. was subsequently dismissed from this lawsuit pursuant to the Court’s December 6, 2024, Order.

Plaintiff filed the lawsuit on behalf of herself, the State of California, and all persons employed by Defendant in California, in hourly or non-exempt positions for at least one day during the PAGA Period, which is the period from September 25, 2022, through the date the Court files an Order approving the PAGA settlement (“PAGA Period”). The group of employees referenced above is called the “Aggrieved Employees,” and you have been identified as an Aggrieved Employee.

In this case, Plaintiff alleged that Defendant owed civil penalties under PAGA for certain California Labor Code (the “Labor Code”) violations, including failure to pay minimum wages and overtime; failure to provide compliant meal breaks and rest breaks; failure to provide accurate wage statements; failure to reimburse for business expenses. Defendant denies the allegations in the lawsuit, any failure to comply with the laws identified in the lawsuit, and any and all liability for the causes of action alleged.

WHAT ARE THE IMPORTANT TERMS OF THE SETTLEMENT?

The Parties agreed to resolve the case, and as part of the Settlement, Defendant Realty Income Corporation agreed to pay One Hundred Seventy Thousand Dollars and Zero Cents (\$170,000.00), which is called the Gross Settlement Amount. From the Gross Settlement Amount, and as approved by the Court, Plaintiff's counsel ("PAGA Counsel") will receive a PAGA Counsel Fees Payment of \$56,667.00 for attorneys' fees and a PAGA Counsel Litigation Expenses Payment of \$15,000.00 for litigation costs incurred in prosecuting the lawsuit. In addition, and as approved by the Court, the Settlement Administrator will receive an Administration Expenses Payment of \$5,000.00 for its services in administering the settlement, and \$5,000.00 to Plaintiff for her services in initiating and prosecuting this lawsuit. The balance of the monies, called the Net Settlement Amount, in the amount of \$88,333.00, represents the "PAGA Penalties."

Under PAGA, the law requires that PAGA Penalties get divided between the California Labor and Workforce Development Agency (the “LWDA”) and the Aggrieved Employees, with 75% of the settlement going to the LWDA and 25% being divided amongst the Aggrieved Employees. As a result, and as approved by the Court, \$66,249.75 will be paid to the LWDA for its share of the PAGA Penalty payment, and \$22,083.25 will be paid to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report all Individual PAGA Payments on IRS 1099 Forms.

The settlement of this action does not constitute an admission by Defendant of any of the matters alleged in the case or an admission of liability. Defendant denies violating any laws or failing to pay any wages. Defendant contends it complied with all applicable laws.

YOUR SETTLEMENT CHECK AND THE RELEASE OF CLAIMS

The enclosed check, in the amount of \$ [REDACTED], represents your Individual PAGA Payment, which is based on the number of pay periods you worked during the PAGA Period. As an Aggrieved Employee, you are legally barred from asserting any of the claims released under the Settlement. The release by Aggrieved Employees is as follows:

Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

“Released Parties” means: Defendant REALTY INCOME CORPORATION and each of its affiliated or related entities, as well as former and present partners, associates, employees,

directors, officers, trustees, shareholders, owners, attorneys, agents of Realty, insurers, predecessors, successors, assigns, and subsidiaries.

“Operative Complaint” means the operative Complaint filed by Plaintiff on November 29, 2023, in this lawsuit.

“PAGA Notice” means Plaintiff’s PAGA Notice letter to Defendants and the LWDA submitted on September 25, 2023, (LWDA Case No. LWDA-CM-983683-23) providing notice pursuant to Labor Code section 2699.3, subd. (a).

This release applies to you, regardless of whether you cash your check, and regardless of whether this letter can be delivered to you. Aggrieved Employees have no right to object to this settlement, and they cannot opt out of this settlement. You will be bound by this release whether you cash your check or not.

QUESTIONS?

If you have any questions, you can contact the Settlement Administrator (whose contact information is at the top of this letter).

Very Truly Yours,
Phoenix Class Action Administration Solutions

[INSERT CONTACT INFORMATION]

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE