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Attorneys for Defendant GEORGICA PINE
CLOTHIERS, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES, CENTRAL DISTRICT

PABLO GODOY, in individual, on behalf of
himself, and on behalf of all person similarly
situated,

Plaintiff,

v.

GEORGICA PINE CLOTHIERS, LLC, a
Limited Liability Company; and DOES 1
through 50, inclusive,

Defendants.

Case No. 24STCV12684
Consolidated with Case No. 24SMCV04915

Assigned for All Purposes:
Honorable Hon. Elaine Lu
Department 9

CLASS ACTION

**DECLARATION OF AMY R. PATTON IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
THE CLASS AND PAGA ACTION
SETTLEMENT**

Action Filed: May 20, 2024
Trial Date: TBD

1 I am an attorney duly admitted to practice before this court. I am a partner with Payne &
2 Fears LLP, attorneys of record for Defendant Georgica Pine Clothiers, LLC. I have personal
3 knowledge of the facts set forth herein, except as to those stated on information and belief and, as
4 to those, I am informed and believe them to be true. I submit this declaration in support of
5 Plaintiff's motion for preliminary approval of the settlement in the above-captioned case. I have
6 personal knowledge of the facts set forth in this declaration and if called as a witness, I could and
7 would competently testify as follows:

8
9 1. Payne & Fears LLP and the attorneys working on this case have no conflict of
10 interest with settlement administrator, APEX Class Action LLC.

11
12 2. Payne & Fears LLP and the attorneys working on this case have no conflict of
13 interest with or the *cy pres* recipient, Bet Tzedek Legal Services, nor, to my knowledge after
14 reasonable inquiry, are any Payne & Fears LLP attorneys presently involved in the work or
15 governance of Bet Tzedek Legal Services.

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17 3. Based on its records, as of June 27, 2025, the end of the PAGA Period as defined in
18 the settlement there were 73 Aggrieved Employees who worked a total of 3,588 PAGA Pay
19 Periods.

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21 4. As of June 27, 2025, the Class consists of 94 Class Members who collectively
22 worked a total of approximately 9,800 workweeks. Defendant believes the escalator clause was
23 triggered on or about June 27, 2025, and Defendant has elected to use June 27, 2025 as the end of
24 the class period and pay any amount beyond the 9,790 cap as stated in the escalator provision at
25 Section 9 of the Settlement Agreement.

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27 I am not aware of pending matter or action asserting claims that will be extinguished or
28 adversely affected by the Settlement.

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

Executed on this October 3, 2025, at Irvine, California.

/s/ Amy R Patton
Amy R. Patton

4917-4058-0446.2