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Attorneys for Plaintiff ANN KLEIN PACIA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ANN KLEIN PACIA, an individual, on behalf of herself, and on behalf of all persons similarly situated,

Plaintiff,

v.

KILROY REALTY, L.P., a Limited Partnership; KILROY REALTY CORPORATION, a Corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 21STCV20624

~~PROPOSED~~ ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Hearing Date: ~~March 29, 2023~~
Hearing Time: 10:30 a.m.

Judge: Hon. Stuart M. Rice
Department: 1

FILED
Superior Court of California
County of Los Angeles
05/01/2023

David W. Slayton, Executive Officer / Clerk of Court

By: _____ A. He _____ Deputy

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 The Motion for Preliminary Approval of a Class Action and PAGA Settlement came before this
3 Court, ~~on March 29, 2023~~ in Department 1 before the Honorable Stuart M. Rice, presiding. The Court
4 having considered the papers submitted in support of the application of the parties, HEREBY ORDERS
5 THE FOLLOWING:

6 1. The Court grants preliminary approval of the Settlement and the Settlement Class based
7 upon the terms set forth in the Class Action and PAGA Settlement Agreement (“Agreement”) filed
8 herewith. All terms used herein shall have the same meaning as defined in the Agreement.

9 2. The Settlement set forth in the Agreement, for a Maximum Settlement Amount of
10 \$870,000, appears to be fair, adequate and reasonable to the Class. The Settlement falls within the range
11 of reasonableness and appears to be presumptively valid, subject only to any objections that may be
12 raised at the final fairness hearing and final approval by this Court. It further appears that investigation
13 and research have been conducted such that counsel for the Parties are able to reasonably evaluate their
14 respective positions. It further appears to the Court that settlement at this time will avoid substantial
15 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further
16 prosecution of the Action. It further appears that the Settlement has been reached as the result of
17 intensive, serious and non-collusive, arms-length negotiations. The Parties are ordered to carry out the
18 settlement according to the terms of the Agreement and in conformity with this Order. The Court has
19 reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds
20 that the monetary settlement awards made available to Class Members is fair, adequate, and reasonable
21 when balanced against the probable outcome of further litigation relating to certification, liability, and
22 damages issues.

23 3. A final fairness hearing on the question of whether the proposed Settlement, attorneys’
24 fees to Class Counsel, costs of administration and the incentive payment to Plaintiff should be finally
25 approved as fair, reasonable and adequate as to the members of the Class is scheduled in Department 1
26 on the date and time set forth in the implementation schedule in Paragraph 11 below.
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1 4. This Court approves, as to form and content, the Notice of Class Action Settlement and
2 Hearing Date for Final Court Approval. The Court approves the procedure for Class Members to opt out
3 of, or to object to, the Settlement as set forth in the Agreement and Notice.

4 5. The Court directs the mailing of the Notice of Class Action Settlement and Hearing Date
5 for Final Court Approval by first class mail to the Class Members in accordance with the Implementation
6 Schedule set forth below. The Court finds the dates selected for the mailing and distribution of the
7 Notice, as set forth in the Implementation Schedule, meet the requirements of due process and provide
8 the best notice practicable under the circumstances and shall constitute due and sufficient notice to all
9 persons entitled thereto.

10 6. Specifically, the Notice Packet fairly, plainly, accurately, and reasonably informs Class
11 Members of: (1) the nature of the Action, the definition of the Class, the identity of Class Counsel, and
12 the essential terms of the Settlement, including the plan of allocation; (2) Plaintiff's and Class Counsel's
13 applications for the incentive payment to Plaintiff, and Class Counsel's request for attorneys' fees and
14 litigation costs; (3) a formula used to determine the Class Members' estimated Individual Class
15 Payment; (4) how to claim a share of the proceeds under the Settlement, and Class Members' right to
16 appear through counsel if they desire; (5) how to object to the Settlement or to opt-out if a Class Member
17 wishes to do so; and (6) how to obtain additional information regarding the Action and the Settlement.
18 (California Rule of Court 3.766.) The Court finds that the notice requirements of California Rule of
19 Court 3.769(e) and (f) are satisfied, and that the Notice that will be provided adequately advises Class
20 Members of their rights under the settlement. Counsel for the Parties are authorized to correct any
21 typographical errors in the Notice Packet and make clarifications, to the extent the same are found or
22 needed, so long as such corrections do not materially alter the substance of the documents. The Court
23 further finds that the distribution of the Class Notice is substantially in the manner and form set forth in
24 the Agreement and this Order meets the requirements of due process, is the best notice practicable under
25 the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court
26 orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in the Agreement.
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1 7. It is ordered that the Settlement Class is preliminarily certified for settlement purposes
2 only. For Settlement purposes only, the Court conditionally certifies the Class, consisting of “all non-
3 exempt employees who are or previously were employed by Defendants and performed work in
4 California during the Class Period. The Class Period is the period commencing June 2, 2017 up to and
5 including October 27, 2022.

6 8. The Court concludes that, for settlement purposes only, the Class meets the requirements
7 for certification under Section 382 of the California Code of Civil Procedure in that: (a) the Class is
8 ascertainable and so numerous that joinder of all Class Members is impracticable; (b) common questions
9 of law and fact predominate, and there is a well-defined community of interest amongst the Class
10 Members with respect to the subject matter of the litigation; (c) the claims of the named Plaintiff are
11 typical of the claims of the Class Members; (d) the Class Representative will fairly and adequately
12 protect the interests of the Class Members; (e) a class action is superior to other available methods for
13 the efficient adjudication of this controversy; and (f) counsel for the Class is qualified to act as counsel
14 for the Class.
15

16 9. The Court confirms Plaintiff Ann Klein Pacia as Class Representative, and Shani O.
17 Zakay of Zakay Law Group, APLC, Jean-Claude Lapuyade of JCL Law Firm, APC and Nicholas J. De
18 Blouw of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel.

19 10. The Court confirms the appointment of ILYM Group, Inc. as the Settlement
20 Administrator.

21 11. The Court orders the following Implementation Schedule for further proceedings:

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| 23 a. | Deadline for Defendants to Submit Class Data to Settlement Administrator | 15 calendar days after Order granting Preliminary Approval |
| 24 b. | Deadline for Settlement Administrator to Mail Class Notice to Class Members | 14 calendar days after receiving Class Data from Defendants |
| 25 c. | Deadline for Class Members to Postmark Requests for Exclusion | 45 calendar days after mailing of the Notice |
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| d. | Deadline for Receipt by Court, Settlement Administrator, and Counsel of any Objections to Settlement | 45 calendar days after mailing of the Notice |
| e. | Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Incentive Payment | 16 Court days before Final Approval Hearing |
| f. | Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing | 14 days before Class Counsel's deadline to file Motion for Final Approval of Settlement |
| g. | Final Fairness Hearing and Final Approval | November 17, 2023, at 10:30 AM in Department 1 Spring Street Courthouse |
| h. | Deadline for Defendants to fund Settlement | 65 calendar days after Effective Date |
| i. | Deadline for Settlement Administrator to mail the Individual Payments and the Incentive Payment, and to wire transfer the Attorneys' Fees and Costs (if Settlement is Effective) | 14 calendar days after Funding Date |
| j. | Deadline for Class Members to cash Individual Payment checks (if Settlement is Effective) | 180 calendar days after Settlement Administrator mails the Individual Payments and the Incentive Payment |

12. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

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13. As of the date this Order is signed, all dates and deadlines associated with the Action shall be stayed, other than those contemplated herein and in the Settlement Agreement, and pertaining to the administration of the settlement of the Action.

IT IS SO ORDERED.



Handwritten signature of Stuart M. Rice in black ink.

Dated: May 1, 2023

Stuart M. Rice / Judge

HON. STUART M. RICE
JUDGE OF THE SUPERIOR COURT