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Attorney for Plaintiff Antonio Urrutia,  
the Proposed Class, and the aggrieved employees

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

ANTONIO URRUTIA, an individual, on behalf  
of himself, others similarly situated,

PLAINTIFF,

vs.

BLVD RESIDENTIAL INC., a Delaware  
Corporation, DEBRA O'TOOLE, an individual,  
and DOES 2 thru 50, inclusive,

DEFENDANTS.

Case No. 24-CIV-00086

[Assigned For All Purposes to the Hon.  
Nicole S. Healy, Dept. 28]

**DECLARATION OF ANTONIO  
URRUTIA IN SUPPORT OF  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

Date: December 17, 2025  
Time: 2:00 pm  
Dept: 28

Date Filed: January 4, 2024  
FAC Filed: March 12, 2024  
Trial Date: None Set

**DECLARATION OF ANTONIO URRUTIA**

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2           1.       I am the Plaintiff and class representative in this matter. I am over 18 years of age. I  
3 have personal knowledge of the facts set forth in this declaration and, if called upon to testify I could  
4 and would testify competently thereto.

5           2.       I worked as a non-exempt, hourly employee for BLVD Residential Inc. (“BLVD”)  
6 from in or around July 7, 2023 to in or around November 20, 2023. During my employment with  
7 BLVD I allege that I was not paid minimum wages for all hours worked, did not receive overtime  
8 pay and/or at the correct rate including due to BLVD’s alleged failure to include my housing  
9 allowance sometimes when calculating and paying my overtime wages, did not receive lawful meal  
10 periods and/or meal period premiums (including at the correct rate that reflected my housing  
11 allowance), did not receive lawful rest periods and/or rest period premiums (including at the correct  
12 rate), did not receive accurate itemized wage statements, was not timely paid all wages owed during  
13 and after my employment ended. My sick pay was also paid at my hourly base rate instead of my  
14 regular rate.

15           3.       I am aware of all the major deal points of the proposed Settlement Agreement,  
16 including the gross settlement amount of \$300,000.00, the sum of up to \$100,000 in attorneys’ fees,  
17 reimbursement of up to \$22,000.00 of case costs to Class Counsel, that the estimated Settlement  
18 Administration costs are up to \$12,000.00, the proposed \$5,000.00 service award payable to me for  
19 my services as a class representative and the broader release I am entering into with Defendants, the  
20 payment to the LWDA for their portion of the PAGA penalties in the amount of \$22,500.00 (75% of  
21 the \$30,000.00 in PAGA penalties). I understand that after taking into account these expenses, that  
22 presently the estimated Net Settlement Amount when including the Aggrieved Employees’ 25% share  
23 of PAGA penalties is \$138,500.00 and that the estimated Net Settlement Amount when excluding the  
24 Aggrieved Employees’ share of PAGA penalties is \$131,000.00. I understand that the \$131,000.00  
25 Net Settlement Amount shall be distributed on a pro rata basis or proportional basis based upon the  
26 number of workweeks worked during the Class Period (August 11, 2023 to March 22, 2025) relative  
27 to the total number of workweeks worked by all Class Members. I also understand that the Aggrieved  
28 Employees’ collective \$7,500.00 share of the PAGA penalties shall be distributed to on a pro rata

1 basis or proportional basis based upon the number of workweeks worked during the PAGA Period  
2 (August 11, 2023 to March 22, 2025) relative to the total number of pay periods worked by all  
3 Aggrieved Employees.

4 4. I understand that presently the estimated average settlement award when including  
5 the Aggrieved Employees' collective \$7,500 share of the PAGA penalties estimated to be  
6 approximately \$330.55 ( $\$138,500.00/419$  Class Members), but that the specific amount awarded to  
7 each Class Member will vary depending upon how many Class Members decide to participate in the  
8 Settlement and how many workweeks each Class Member worked during the Class Period (which is  
9 August 11, 2023 to March 22, 2025). I also understand that the average estimated net settlement  
10 amount when excluding the employee's share of PAGA penalties is estimated to be approximately  
11 \$312.65 ( $\$131,000.00/419$  Class Members). I also understand that since I worked less than some of  
12 the other class members during the class period that my net settlement award, excluding any service  
13 award provided by the Court, is estimated to be less than the average award.

14 5. In addition, I understand as represented by Defendants in the Settlement Agreement  
15 that there are approximately 419 Class Members and 19,262 workweeks at issue during the Class  
16 Period. I also understand that there could be some variance from this, but if there is a material  
17 difference the escalator clause in the Settlement Agreement will be triggered and am familiar with  
18 the Escalator Clause in the Settlement Agreement. I also understand that the present estimated value  
19 of a workweek when excluding the Aggrieved Employees' collective \$7,500 is presently estimated  
20 to be \$6.81 ( $1 \text{ workweek worked during the Class Period}/19,262 \text{ total workweeks}) \times \$131,000.00$ ).

21 6. Prior to initiating this Action, I researched and identified Counsel that I believed  
22 could best represent the interests of the Class Members. I also agreed to serve as the Class  
23 Representative due to my desire to stand-up for my fellow co-workers.

24 7. Based upon my significant involvement and comprehensive understanding of the  
25 case, I understand the merits of this settlement and I strongly believe that this is an excellent result  
26 for the Class. I strongly support this Settlement.

27 8. I understand that the service award also takes into consideration the time, effort, and  
28 expense incurred by me in coming forward to litigate this matter on behalf of all Class Members. In

1 my opinion, I have spent a meaningful amount of time during this process keeping myself informed  
2 and participating in the decision-making process. Before filing my PAGA Notice in January 2024, I  
3 researched and identified Counsel that I believed could best represent the interests of the Class  
4 Members. I also assisted my Counsel with the investigation and gathering of information including  
5 discussing information about my wage statements, my pay, the corporate environment, and provided  
6 relevant employment documents in my possession. I believe these documents and facts were critical  
7 in the prosecution of this action. In addition, I regularly contacted Class Counsel for updates regarding  
8 my case, kept myself informed about the status of the settlement discussions and claims, and assisted  
9 Class Counsel in evaluating possible settlements. This includes participating in the mediation by  
10 phone and participating in the direct negotiations that followed the first mediation and the resolution  
11 of the restructuring in *Tavera*. I used my considerable knowledge and insights in order to help the  
12 Class obtain a favorable settlement.

13         9.       As of now, I estimate that I have spent approximately 14 hours researching my  
14 possible claims and searching for relevant employment documents in my possession, 20 hours  
15 discussing my understanding of the corporate structure of BLVD, the case, claims, settlement offers  
16 and proposed settlement with my Counsel and his office staff, approximately 4.5 hours on the first  
17 mediation (meaning that I was available by phone and was available to consult with my Counsel),  
18 approximately 1 hour reviewing the settlement agreement, and .5 hours assisting with the preparation  
19 of my declaration in support of preliminary approval. Accordingly, I estimate that I have spent  
20 approximately 40 hours on this case.

21         10.       Unlike the other Class Members, I understood that by initiating this lawsuit, my name  
22 could become known and it was possible that my involvement in this matter could potentially make  
23 it more difficult for me to obtain employment in the future.

24         11.       Based upon my significant involvement and comprehensive understanding of the  
25 case, I strongly believe this Settlement will benefit the Class. I also believe that the settlement is fair  
26 and reasonable given all of Defendants' various defenses.

27         12.       I believe the Service Award of \$5,000.00 as proposed in the Settlement Agreement  
28 is fair based on the time and effort I have devoted to this case as Class Representative as well as the

1 risks I have undertaken.

2 13. I have no relationship with or interest in the CASA of San Mateo County who the  
3 Parties' propose as the *cy pres* beneficiary for any uncashed/unclaimed funds as required by  
4 California Code of Civil Procedure § 384.

5

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

8

09 / 05 / 2025

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Executed on this \_\_\_\_\_ day of September 2025 in Brentwood, California.

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By:   
\_\_\_\_\_

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Antonio Urrutia

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