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FILED
 Superior Court of California
 County of Los Angeles
 11/17/2023
 David W. Slayton, Executive Officer / Clerk of Court
 By: _____ A. He _____ Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND 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] JUDGMENT

Date: November 17, 2023
Time: 10:30 a.m.

Judge: Hon. Stuart M. Rice
Dept.: 1

1 Plaintiff's motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement and Class Notice, executed on February 13 and 14, 2023, (the "Agreement") and Motion
3 for Class Counsel Attorneys' Fees and Litigation Costs Payment and Class Representative Award
4 duly came on for hearing on November 17, 2023, before the above-entitled Court. The parties
5 having settled this action and the Court having entered an Order Granting Motion for Final Approval
6 of Class Action and PAGA Settlement and good cause appearing therefor,

7 **IT IS HEREBY ORDERED, ADJUDICATED, and DECREED THAT:**

8 1. The certification of the Settlement Class is confirmed for the purposes of settlement.
9 The Class is defined as all non-exempt employees who are or previously were employed by
10 KILROY REALTY, L.P. and/or KILROY REALTY CORPORATION (collectively "Defendants")
11 and performed work in California from June 2, 2017, to October 27, 2022 ("Class Period").

12 2. The "Settlement Class" is defined as persons who meet the foregoing definition,
13 except for those individuals who filed a valid request for exclusion ("opt out") from the Class. There
14 are 266 Class Members who worked for Defendant during the Class Period. There are three opt-
15 outs and zero objections to the Settlement.

16 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval
17 of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all members of the
18 Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and
19 costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval
20 of Class Action and PAGA Settlement, and in this Final Judgment.

21 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
22 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
23 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
24 benefits.

25 5. As of the date the Defendants fund the Maximum Settlement Amount, each member
26 of the Settlement Class releases the "Released Class Claims" against the Defendants and all of the
27 "Released Parties," as set forth in the Agreement.

28 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

1 (a) The Released Class Claims are defined as all class claims alleged in the
2 operative complaint which occurred during the Class Period (the “Class Claims”), and expressly
3 excluding all other claims, including claims for vested benefits, wrongful termination,
4 unemployment insurance, disability, social security, workers’ compensation, and class claims
5 outside the Class Period.

6 (b) The “Released Parties” means Defendants, and their parents, subsidiaries,
7 affiliates, owners, partners, principals, officers, directors, exempt-employees, managers, members,
8 predecessors, successors, insurers, insureds, attorneys, accountants, agents, and representatives.

9 7. As of the date the Defendants fund the Maximum Settlement Amount, the Plaintiff,
10 the Labor and Workforce Development Agency (“LWDA”), the State of California, and each
11 “Aggrieved Employee” released the Released Parties from the “Released PAGA Claims” for the
12 “PAGA Period,” as set forth in the Agreement.

13 8. As used in paragraph 7 above, the quoted terms have the meanings as set forth below:

14 (a) The Aggrieved Employees are defined as all persons employed by
15 Defendants at any time from February 3, 2020, to October 27, 2022 (“PAGA Period”).

16 (b) The Released PAGA Claims are defined as all PAGA claims alleged in the
17 operative complaint and Plaintiff’s PAGA notice to the LWDA which occurred during the PAGA
18 Period, and expressly excluding all other claims, including claims for vested benefits, wrongful
19 termination, unemployment insurance, disability, social security, workers’ compensation, and
20 PAGA claims outside the PAGA Period.

21 9. This Court hereby grants final approval and awards the following: (i) Three Hundred
22 Twelve Thousand Three Hundred Eighty-Three Dollars and Eighty-One Cents (\$312,383.81) to
23 Class Counsel, comprised of Class Counsel Attorneys’ fees of one-third of the Maximum Settlement
24 Amount, Two Hundred Ninety-Two Thousand Three Hundred Twenty-Five Dollars and Seventy-
25 Three Cents (\$292,325.73) and Litigation Costs in the amount of Twenty Thousand Fifty-Eight
26 Dollars and Eight Cents (\$20,058.08); (ii) the Class Representative Payment to Class
27 Representative, Annklein Pacia, of Five Thousand Dollars and Zero Cents (\$5,000.00); (iii)
28 Settlement Administration Fees of Eight Thousand Dollars and Zero Cents (\$8,000.00) to ILYM

1 Group, Inc.; (iv) Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00) (75%
2 of the PAGA Payment) to the Labor and Workforce Development Agency (“LWDA PAGA
3 Payment”); (v) Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (25% of the
4 PAGA Payment) to the Aggrieved Employees; and (vi) the Background Check Payment of Fifty
5 Thousand Dollars and Zero Cents (\$50,000.00) to be paid to the Settlement Class Members.

6 10. Plaintiff shall give written notice of this Judgment to all interested parties, including
7 the Labor and Workforce Development Agency within ten (10) days after entry of the Judgment or
8 order pursuant to California Labor Code section 2699(1)(3).

9 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
10 **ORDERED.**

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13 DATED: 11/17/2023



A handwritten signature in black ink that reads "Stuart M. Rice".

14
15 Stuart M. Rice / Judge

16 Hon. Stuart M. Rice
17 Judge, Superior Court for the State of California,
18 County of Los Angeles
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