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12 Attorneys for Plaintiff ANN KLEIN PACIA

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **IN AND FOR THE COUNTY OF LOS ANGELES**

15  
16 ANN KLEIN PACIA, an individual, on behalf of  
17 herself, and on behalf of all persons similarly  
situated,

18 Plaintiff,

19 v.

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

23 Defendants.  
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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

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Case No. 21STCV20624

**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL**

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 JCL Law  
5 Firm, APC, and Zakay Law Group, APLC, appeared on behalf of Plaintiff ANNKLEIN PACIA  
6 ("Plaintiff"). Cypress LLP appeared on behalf of Defendants KILROY REALTY, L.P. and  
7 KILROY REALTY CORPORATION ("Defendants").

8 **I.**

9 **FINDINGS**

10 Based on the oral and written argument and evidence presented in connection with the  
11 motion, the Court makes the following findings:

12 1. All terms used herein shall have the same meaning as defined in the  
13 Agreement.

14 2. This Court has jurisdiction over the subject matter of this litigation pending  
15 in the California Superior Court for the County of Los Angeles ("Court"), Case No. 21STCV20624,  
16 entitled *Pacia v. Kilroy Realty L.P., et al.*, and over all Parties to this litigation, including the Class.

17 **Preliminary Approval of the Settlement**

18 3. On May 1, 2023, the Court granted preliminary approval of a class-wide  
19 settlement. At this same time, the Court approved certification of a provisional settlement class for  
20 settlement purposes only. The Court confirms this Order and finally approves the settlement and  
21 the certification of the Class.

22 **Notice to the Class**

23 4. In compliance with the Preliminary Approval Order, the Notice Packet was  
24 mailed by first class U.S. Mail to the Class Members at their last known addresses on May 30, 2023.  
25 A corrected Notice Packet was mailed on September 14, 2023. Mailing of the Notice Packet to the  
26 Class Members' last known addresses was the best notice practicable under the circumstances and  
27 was reasonably calculated to communicate actual notice of the litigation and the proposed settlement  
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1 to the members of the Class Members. The Court finds that the Notice Packet provided fully  
2 satisfies the requirements of California Rules of Court, rule 3.769.

3           5. The Response Deadline for opting out or objecting was October 30, 2023.  
4 There was an adequate interval between notice and deadline to permit Class Members to choose  
5 what to do and act on their decision. No Class Members objected. Three Class Members requested  
6 exclusion. The Class Members who opted-out are Camila Alarcon Toro, Daniel Cummins, and  
7 Lorraine Murnane.

8 **Fairness Of The Settlement**

9           6. The Agreement provides for a Maximum Settlement Amount of  
10 \$876,977.19.<sup>1</sup> The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.*  
11 (1996) 48 Cal.App.4th 1794, 1801.)

12           a. The settlement was reached through arms-length bargaining between  
13 the parties. There is no evidence of any collusion between the parties in reaching the proposed  
14 settlement.

15           b. The Parties' investigation and discovery have been sufficient to allow  
16 the Court and counsel to act intelligently.

17           c. Counsel for all parties are experienced in similar employment class  
18 action litigation and have previously settled similar class claims on behalf of employees claiming  
19 compensation. All counsel recommended approval of the Settlement.

20           d. No objections were received. Three requests for exclusion were  
21 received.

22           e. The participation rate is high. 98.87% of Class Members will be  
23 participating in the Settlement and will be sent settlement payments.

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27 <sup>1</sup> During the initial notice period, Defendants discovered that they had under-reported the number of workweeks, and  
28 that the actual number of workweeks was 29,060. The Agreement contains an escalator provision, pursuant to which  
the Maximum Settlement Amount would increase in proportion to any workweeks above a threshold. The new total,  
29,060, exceeded the threshold, 28,829, by 0.85%. Accordingly, the Maximum Settlement Amount increased from  
\$870,000.00 to \$876,977.19. ILYM Dec. at ¶ 10.

1           7.       The consideration to be given to the Class Members under the terms of the  
2 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims  
3 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the  
4 Released Class Claims, given the uncertainties and risks of the litigation and the delays which would  
5 ensue from continued prosecution of the Action.

6           8.       The Agreement is finally approved as fair, adequate, and reasonable and in  
7 the best interests of the Settlement Class Members.

8 **PAGA Payment**

9           9.       The Agreement provides for a payment of PAGA Payment in the amount of  
10 \$30,000.00. The Court has reviewed the PAGA Payment and finds and determines that the PAGA  
11 Payment and the allocation of \$22,500.00 to LWDA and \$7,500.00 to the Aggrieved Employees is  
12 fair and reasonable and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.*  
13 (2021) 72 Cal.App.5th 56.

14 **Class Counsel Attorneys' Fees and Litigation Costs Payment**

15           10.      The Agreement provides for a Class Counsel Attorneys' Fees of not more  
16 than one-third of the Maximum Settlement Amount and Litigation Costs of up to \$30,000.00. The  
17 Maximum Settlement Amount, after the escalator provision, is \$876,977.19, one-third of which is  
18 \$292,325.73. Litigation Costs are \$20,058.08.

19           11.      Class Counsel Attorneys' Fees of \$292,325.72, and reimbursement of  
20 Litigation Costs of \$20,058.08 are reasonable in light of the contingent nature of Class Counsel's  
21 fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested  
22 attorneys' fee award represents one-third (1/3) of the Maximum Settlement Amount, which is  
23 reasonable and at the low end of the range for fee awards in common fund cases and is supported  
24 by Class Counsel's lodestar.

25 **Class Representative Award**

26           12.      The Agreement provides for a Class Representative Award of up to \$5,000.00  
27 for Plaintiff, Annklein Pacia, subject to the Court's approval. The Court finds that the amount of  
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1 \$5,000.00 is reasonable in light of the risks and burdens undertaken by the Plaintiff in this class  
2 action litigation.

3 **Settlement Administrative Fees**

4 13. The Agreement provides for Settlement Administrative Fees to be paid in an  
5 amount not to exceed \$8,000.00. The Declaration of the Settlement Administrator provides that the  
6 actual claims administration expenses were \$8,000.00. The amount of this payment is reasonable  
7 in light of the work performed by the Settlement Administrator.

8 **II.**

9 **ORDERS**

10 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

11 1. The Class is certified for the purposes of settlement only. The Settlement  
12 Class is hereby defined to include:

13 All non-exempt employees who are or previously were employed by Defendants  
14 and performed work in California from June 2, 2017, to October 27, 2022.

15 2. There are 266 members of the Class. Every person in the Class who did not  
16 opt out is a Settlement Class Member. After providing Notice to the Class, there are three opt-outs  
17 to the Settlement. The Class Members who opted-out are Camila Alarcon Toro, Daniel Cummins,  
18 and Lorraine Murnane.

19 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the  
20 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with  
21 this Order and the terms of the Agreement.

22 4. Defendants shall fund the Maximum Settlement Amount on the Funding  
23 Date. In exchange the Settlement Class Members shall release Defendants from the “Released Class  
24 Claims” and the “Aggrieved Employees” shall release the “Released PAGA Claims.”

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

3                   b.       The Released PAGA Claims are defined as all PAGA claims alleged  
4 in the operative complaint and Plaintiff's PAGA notice to the LWDA which occurred during the  
5 PAGA Period, and expressly excluding all other claims, including claims for vested benefits,  
6 wrongful termination, unemployment insurance, disability, social security, workers' compensation,  
7 and PAGA claims outside the PAGA Period.

8                   c.       The term "Aggrieved Employees" is hereby defined to include all  
9 persons employed by Defendants at any time from February 3, 2020 to October 27, 2022.

10                  5.       Class Counsel are awarded a Class Counsel Attorneys' Fees and Litigation  
11 Costs Payment in the amount of Three Hundred Twelve Thousand Three Hundred Eighty-Three  
12 Dollars and Eighty-One Cents (\$312,383.81) comprised of attorneys' fees in the amount of Two  
13 Hundred Ninety-Two Thousand Three Hundred Twenty-Five Dollars and Seventy-Three Cents  
14 (\$292,325.73) and reimbursement of costs and expenses in the amount of Twenty Thousand Fifty-  
15 Eight Dollars and Eight Cents (\$20,058.08). Class Counsel shall not seek or obtain any other  
16 compensation or reimbursement from Defendants, Plaintiff, or members of the Class.

17                  6.       The payment of the Class Representative Award to the Plaintiff in the amount  
18 of \$5,000.00 is approved.

19                  7.       The payment of \$8,000.00 to the Settlement Administrator for the Settlement  
20 Administration Fees is approved.

21                  8.       The PAGA Payment of \$30,000.00 is hereby approved as fair, reasonable,  
22 adequate, and adequately protects the interests of the public and the LWDA. Further, the Court  
23 finds that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any  
24 fraud or collusion.

25                  9.       The Court further finds and determines that Class Counsel satisfied  
26 California Labor Code § 2699(1)(2) by giving the LWDA notice of the proposed Settlement of  
27 claims arising under the Private Attorney General Act ("PAGA") on March 6, 2023, and again on  
28 October 24, 2023.

1           10.     The Court orders Class Counsel to comply with California Labor Code §  
2 2699(1)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court’s  
3 entry of this Order.

4           11.     The Agreement is not an admission by Defendants, nor is this Final Approval  
5 Order nor the Final Judgment (as that term is defined, below) a finding, of the validity of any claims  
6 in the Action or of any wrongdoing by Defendants. Neither this Final Approval Order, the Final  
7 Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the  
8 Settlement is, may be construed as, or may be used as an admission by or against Defendants of any  
9 fault, wrongdoing, or liability whatsoever. The entering into or carrying out of the Agreement, and  
10 any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to  
11 be evidence of, an admission or concession with regard to the denials or defenses by Defendants  
12 and shall not be offered in evidence in any action or proceeding against Defendants in any court,  
13 administrative agency or other tribunal for any purpose as an admission whatsoever other than to  
14 enforce the provisions of this Final Approval Order, the Final Judgment, the Settlement, or any  
15 related agreement or release. Notwithstanding these restrictions, any of the Parties may file in the  
16 Action or in any other proceeding this Final Approval Order, the Final Judgment, the Agreement,  
17 or any other papers and records on file in the Action as evidence of the Settlement to support a  
18 defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or  
19 similar defense as to the claims being released by the Settlement.

20           12.     Notice of entry of this Final Approval Order shall be given to Class Counsel  
21 on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice of entry of this  
22 Final Approval Order to individual Class Members and the Final Approval Order shall be posted on  
23 Settlement Administrator’s website as indicated in the Notice Packet.

24           13.     Concurrently with the Motion, Plaintiff submitted a [Proposed] Judgment,  
25 which shall incorporate, as necessary, the relevant provisions of this Final Approval Order, and shall  
26 be entered by the Court.

27           14.     The Final Judgment shall bind each Settlement Class Member.  
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15. Final Judgment shall also bind Plaintiff, acting on behalf of the State of California and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act ("PAGA").

16. After entry of Final Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

17. If the Settlement does not become final and effective in accordance with the terms of the Settlement, resulting in the return and/or retention of the Maximum Settlement Amount to Defendants consistent with the terms of the Settlement, then this Final Approval Order, the Final Judgment, and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

**IT IS SO ORDERED.**



DATED: 11/17/2023

Stuart M. Rice / Judge  
Hon. Stuart M. Rice  
JUDGE OF THE SUPERIOR COURT