

02/26/2024 at 11:24:00 AM
Clerk of the Superior Court
By Mariejo Guyot, Deputy Clerk

Larry W. Lee (State Bar No. 228175)
Mai Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

William L. Marder (State Bar No. 170131)
Polaris Law Group
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

Attorneys for Plaintiff, the Class, and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

JOSE CABALO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

JONES LANG LASALLE AMERICAS,
INC., a Maryland corporation; and DOES
1 through 50, inclusive,

Defendants.

Case No.: 37-2020-00044322-CU-OE-CTL

(Assigned to the Hon. Robert C. Longstreth, Dept.
C-65)

~~[PROPOSED]~~ AMENDED ORDER
GRANTING FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT AND
JUDGMENT

Date: April 3, 2023

Time: 8:30 a.m.

Dept.: C-65

Complaint Filed: December 3, 2020

1 Plaintiff Jose Cabalo (“Plaintiff”) and Defendant Jones Lang LaSalle Americas, Inc.
2 (“Defendant”) (collectively, the “Settling Parties”) have entered into the Joint Stipulation of
3 Class Action and PAGA Settlement and Release (“Stipulation” or “Settlement Agreement”) to
4 settle the above-captioned class and PAGA action subject to the Court’s approval (the
5 “Settlement”).

6 The Court granted final approval of the Settlement and entered judgment thereon on or
7 around April 13, 2023. The Court has read, heard, and considered all the pleadings and
8 documents submitted, and the presentations made in connection with compliance with the
9 Settlement’s terms, in particular compliance with the payment and distribution of funds, and now
10 enters this Amended Order and Judgment.

11 **I. BACKGROUND**

12 On December 3, 2020, Plaintiff filed a wage and hour class and Private Attorneys
13 General Act (“PAGA”) representative action complaint on behalf of himself and all similarly
14 situated employees against Defendant in the Superior Court of the State of California for the
15 County of San Diego. The Complaint asserts causes of action for (1) violation of California
16 Labor Code §§ 510, 558, and 1194; (2) violation of California Labor Code §§ 201-203; (3)
17 violation of California Labor Code § 226(a); (4) violation of California Business & Professions
18 Code § 17200, *et seq.*; and (5) violation of Labor Code § 2698, *et seq.* Plaintiff seeks damages,
19 penalties, attorneys’ fees, and costs.

20 **A. Class Members**

21 The “Class” is defined as “all hourly-paid, non-exempt persons employed by Defendant
22 in the State of California at any time during the Class Period who received differential shift pay
23 and, in that same workweek, either worked overtime (including double time) and/or used
24 personal (sick) time.” “Class Period” is defined as the period of December 4, 2020, through
25 January 27, 2022.

26 **B. Operation of the Settlement**

27 Pursuant to the Preliminary Approval Order dated October 4, 2022, this Court
28 conditionally certified the Class and granted preliminary approval to the Settlement. The

1 Preliminary Approval Order also approved of the proposed forms of notice and notice plan. The
2 Court entered the Preliminary Approval Order after review and consideration of all of the
3 pleadings filed in connection herewith and the oral presentations made by counsel at the hearing.

4 In compliance with the Preliminary Approval Order, the Settlement Notice was sent to all
5 Class Members via U.S. first class mail. The notice process was timely completed.

6 This Court finds that the settlement appears to be the product of serious, informed, non-
7 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
8 treatment to any individuals. The Court finds that the settlement was entered into in good faith
9 pursuant to California Code of Civil Procedure § 877.6. The Court further finds that the
10 settlement is fair, reasonable, and adequate and that Plaintiff has satisfied the standards for final
11 approval of a class action settlement under California law. Under the provisions of California
12 Code of Civil Procedure § 382 and FRCP 23, as approved for use by the California state court in
13 *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971), the trial court has discretion to certify a
14 class where:

15 [Q]uestions of law or fact common to the members of the class
16 predominate over any questions affecting only individual
17 members, and that a class action is superior to the available
18 methods for the fair and efficient adjudication of the controversy
... Fed. R. Civ. Proc. 23.

19 Certification of a settlement class is the appropriate judicial device under these circumstances.

20 The Court also finds the PAGA Payment of \$100,000 to be reasonable and approves the
21 PAGA portion of the Settlement pursuant to California Labor Code section 2699(l).

22 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS
23 FOLLOWS:

24 1. The Court, for purposes of this Order, adopts all defined terms and conditions as
25 set forth in the Settlement Agreement filed in this case.

26 2. The Court has jurisdiction over the subject matter of this litigation and the Class
27 Representative, the other members of the Class, and Defendant.

28 3. The Court finds that the dissemination of the Notice of Class Action and PAGA

1 Settlement and Release as disseminated to the Class Members, constituted the best notice
2 practicable under the circumstances to all persons within the definition of the Class, and fully
3 met the requirements of California law and due process under the United States Constitution.

4 4. The Court approves the settlement of the above-captioned action, as set forth in
5 the Settlement Agreement, as fair, just, reasonable, and adequate as to the Settling Parties. The
6 Settling Parties are directed to perform in accordance with the terms set forth in the Settlement
7 Agreement.

8 5. Except as otherwise provided in the Settlement Agreement, the Settling Parties
9 are to bear their own costs and attorneys' fees.

10 6. The Court hereby certifies the following Class for settlement purposes only: all
11 hourly-paid, non-exempt persons employed by Defendant in the State of California at any time
12 during the Class Period who received differential shift pay and, in that same workweek, either
13 worked overtime (including double time) and/or used personal (sick) time.

14 7. With respect to the Class and for purposes of approving the settlement only and
15 for no other purpose, this Court finds and concludes that: (a) the members of the Class are
16 ascertainable and so numerous that joinder of all members is impracticable; (b) there are
17 questions of law or fact common to the Class, and there is a well-defined community of interest
18 among members of the Class with respect to the subject matter of the claims in this litigation; (c)
19 the claims of Class Representative is typical of the claims of the members of the Class; (d) the
20 Class Representative has fairly and adequately protected the interests of the members of the
21 Class; (e) a class action is superior to other available methods for an efficient adjudication of this
22 controversy; and (f) the counsel of record for the Class Representative, *i.e.*, Class Counsel, are
23 qualified to serve as counsel for the Plaintiff in his individual and representative capacity and for
24 the Class.

25 8. Defendant shall fund \$950,000.00 of the total Maximum Settlement Amount
26 within 21 days of notice of entry of this order granting final approval, pursuant to the terms of
27 the Settlement Agreement.

28 9. The Court approves the PAGA Payment of \$100,000 and approves the Individual

1 Class Payment and Individual PAGA Payment amounts, which shall be distributed pursuant to
2 the terms of the Settlement Agreement.

3 10. Defendant shall pay (a) to Class Counsel attorneys' fees in the amount of
4 \$237,500.00 and reimbursement of costs in the amount of \$10,318.75; (b) Class Representative
5 Service Award to the Jose Cabalo in the amount of \$7,500.00; (c) the sum of \$75,000.000 to be
6 paid to the Labor and Workforce Development Agency pursuant to the PAGA; and (d) \$5,450.00
7 to the Settlement Administrator, Phoenix Settlement Administrators, for the costs relating to the
8 settlement administration process in this matter. The Court finds that these amounts are fair and
9 reasonable. Defendant is directed to make such payments from the Maximum Settlement
10 Amount and in accordance with the terms of the Settlement Agreement.

11 11. The Final Accounting Hearing is hereby set for April 5, 2024, at 8:30 a.m. in
12 Department C-65 of the above-referenced Court. Plaintiff's Counsel shall file a report from the
13 Settlement Administrator regarding status of the settlement administration on or before March
14 27, 2024.

15 12. The Court hereby enters final judgment in this case in accordance with the terms
16 of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of
17 the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction
18 over the action and the Parties, including all Class Members, for purposes of enforcing and
19 interpreting this Order and the Settlement.

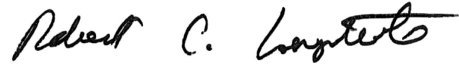
20 13. Pursuant to Code of Civil Procedure section 668.5, judgment shall be entered as
21 of the filing of this judgment. This judgment makes no finding of any violation of the Labor
22 Code, liability, or other wrongdoing. None of the settlement or any of its terms, the order
23 approving the settlement, or this judgment are an admission of any liability or finding of any
24 violation of the Labor Code.

25 14. **Pursuant to Code of Civil Procedure section 384(b) and the Declaration of**
26 **Taylor Mitzner filed on February 6, 2024, to date there are a total of 92 uncashed**
27 **Individual Settlement Payment checks totaling \$34,813.91. Pursuant to the Agreement,**
28

1 funds from these uncashed checks that remain uncashed after November 21, 2023, are
2 ordered to be paid to the Jewish Family Service of San Diego.

3
4 IT IS SO ORDERED AND ADJUDGED.

5
6 DATED: 02/26/2024



7 HON. ROBERT C. LONGSTRETH
8 SUPERIOR COURT OF CALIFORNIA
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1 **PROOF OF SERVICE**

2 **(Code of Civil Procedure Sections 1013a, 2015.5)**

3
4 STATE OF CALIFORNIA]
5 COUNTY OF LOS ANGELES]ss.
6]

7 I am employed in the County of Los Angeles, State of California. I am over the age of
8 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite
9 1250, Los Angeles, California 90071.

10 On February 21, 2024, I served the following document(s) described as: **[PROPOSED]**
11 **AMENDED ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA**
12 **SETTLEMENT AND JUDGMENT** on the interested parties in this action as follows:

13 Spencer C. Skeen
14 Spencer.skeen@ogletree.com
15 Marlene M. Moffitt
16 Marlene.moffitt@ogletree.com
17 Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
18 4660 La Jolla Village Drive, Suite 900
19 San Diego, California 92122
20 *Attorneys for Defendant Jones Lang Lasalle Americas, Inc.*

21 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-
22 entitled document(s) to be served through the One Legal E-Filing System at the website
23 www.onelegal.com, addressed to all parties appearing on the electronic service list for the above-
24 entitled case. The service transmission was reported as complete and a copy of the filing
25 receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this
26 office.

27 I declare under penalty of perjury under the laws of the State of California that the
28 above is true and correct. Executed on February 21, 2024, at Los Angeles, California.

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