

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. Ronald F. Frazier, Dept. C-
65)

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: July 29, 2022

Time: 8:30 a.m.

Dept.: C-65

Complaint Filed: December 3, 2020

1 Plaintiff Jose Cabalo's ("Plaintiff") Motion for Preliminary Approval of Class Action
2 Settlement was filed with the Court on July 6, 2022, and a hearing was held before this Court on
3 July 29, 2022.

4 The Court has considered the Joint Stipulation of Class Action and PAGA Settlement and
5 Release ("Stipulation" or "Settlement Agreement") and all other papers filed in this action.

6 NOW THEREFORE, IT IS HEREBY ORDERED:

7 1. This Court grants preliminary approval of the Settlement Agreement between
8 Plaintiff and Defendant filed herewith. The Settlement Agreement appears to be fair, adequate,
9 and reasonable to the Class;

10 2. The Class Representative and Defendant (hereafter, "Settling Parties"), through
11 their counsel of record in the Litigation, have reached an agreement to settle all claims in the
12 Litigation on behalf of the Class (as defined below and in the Settlement Agreement) as a whole;

13 3. The Court hereby conditionally certifies the following Class for settlement
14 purposes only:

15 all hourly-paid, non-exempt persons employed by Defendant in the
16 State of California at any time during the Class Period who
17 received differential shift pay and, in that same workweek, either
18 worked overtime (including double time) and/or used personal
(sick) time.

19 Should for whatever reason the Settlement Agreement not become Final, the fact that the
20 Parties were willing to stipulate to certification of a class as part of the Settlement Agreement
21 shall have no bearing on, or be admissible in connection with, the Litigation or the issue of
22 whether a class should be certified in a non-settlement context.

23 4. The Court appoints and designates: (a) Plaintiff Jose Cabalo as the Class
24 Representative and (b) Larry W. Lee and Mai Tulyathan of Diversity Law Group, P.C. and
25 William L. Marder of Polaris Law Group as Class Counsel for the Class. Class Counsel is
26 authorized to act on behalf of the Class with respect to all acts or consents required by, or which
27 may be given, pursuant to the Settlement Agreement, and such other acts reasonably necessary to
28 finalize the Settlement Agreement and its terms. Any Class Member may enter an appearance

1 through his or her own counsel at such Class Member's own expense. Any Class Member who
2 does not enter an appearance or appear on his or her own behalf will be represented by Class
3 Counsel.

4 5. The Court hereby approves the terms and conditions provided for in the
5 Settlement Agreement. The Court finds that on a preliminary basis the Settlement Agreement
6 falls within the range of reasonableness of a settlement, including the amount of the PAGA
7 penalties, and appears to be presumptively valid, subject only to any objections that may be
8 raised at the final fairness hearing and final approval by the Court. It appears to the Court on a
9 preliminary basis that the settlement is fair, adequate, and reasonable as to all potential Class
10 Members when balanced against the probable outcome of further litigation relating to liability
11 and damages issues. It also appears that investigation, research, and court proceedings have been
12 conducted so that counsel for the Settling Parties are able to reasonably evaluate their respective
13 positions. It appears to the Court that settlement at this time will avoid substantial additional
14 costs by all Settling Parties, as well as avoid the delay and risks that would be presented by the
15 further prosecution of the Litigation. It also appears that settlement has been reached as a result
16 of intensive, serious, and non-collusive arm's-length negotiations.

17
18 6. A final fairness hearing on the question of whether the proposed Settlement
19 Agreement, the allocation of payments to Participating Class Members, attorneys' fees and costs
20 to Class Counsel, payment of PAGA penalties to the Labor Workforce & Development Agency,
21 and the Class Representative Service Award should be finally approved as fair, reasonable, and
22 adequate as to the members of the Class is hereby set for _____ at
23 _____ in this Court.

24 7. The Court hereby approves, as to form and content, the Notice of Class Action
25 and PAGA Settlement and Release ("Settlement Notice") to be sent to Class Members, which is
26 attached as **Exhibit A** to the Settlement Agreement. The Court finds that distribution of the
27 Settlement Notice substantially in the manner and form set forth in the Settlement Agreement
28 and this Order meets the requirements of due process and shall constitute due and sufficient

1 notice to all parties entitled thereto.

2 8. The Court appoints and designates Phoenix Settlement Administrators as the
3 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the
4 approved Settlement Notice to Class Members using the procedures set forth in the Settlement
5 Agreement.

6 9. Any Class Member may choose to opt out of and be excluded from the settlement
7 as provided in the Settlement Agreement and Notice Packet and by following the instructions for
8 requesting exclusion. With the exception of the PAGA Released Claims, any person who timely
9 and properly opts out of the settlement will not be bound by the Settlement Agreement, or have
10 any right to object, appeal, or comment thereon. Any opt out request must be in writing and
11 signed by each such Class Member opting out and must otherwise comply with the requirements
12 delineated in the Settlement Notice. Class Members who have not requested exclusion by
13 submitting a valid and timely opt out request, by the opt out deadline, shall be bound by all
14 determinations of the Court, the Settlement Agreement, and Judgment.

15 10. Any Class Member may object to the Settlement Agreement or express his or her
16 views regarding the Settlement Agreement and may present evidence and file briefs or other
17 papers that may be proper and relevant to the issues to be heard and determined by the Court as
18 provided in the Settlement Notice.

19 11. The Motion for Final Approval shall be filed by the Class Representative no later
20 than sixteen (16) court days before the Settlement Fairness Hearing.

21 12. The Court reserves the right to adjourn or continue the date of the Settlement
22 Fairness Hearing and all dates provided for in the Settlement Agreement without further notice to
23 the Class, and retains jurisdiction to consider all further applications arising out of or connected
24 with the Settlement Agreement.

25 IT IS SO ORDERED.

26 DATED: _____

27 _____
28 HON. RONALD F. FRAZIER
SUPERIOR COURT OF CALIFORNIA