

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)

**DECLARATION OF LARRY W. LEE IN
SUPPORT OF 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

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1. I am an attorney at law, duly licensed to practice before all Courts in the State of California, and am with the law firm Diversity Law Group, P.C., one of the attorneys of record for Plaintiff Jose Cabalo (“Plaintiff”). I have personal knowledge of the facts set forth below and intend to testify I could and would do so competently.

On April 3, 2020, Plaintiff sent written notice to the California Labor Commissioner (“LWDA”) of Defendant Jones Lang LaSalle (“JLL”) and its subsidiaries (together with Plaintiff, the “Parties”) violations of the Labor Code and the California Labor Code § 2699.3.

4. Following the filing of the complaint, the Parties engaged in discussions and subsequently agreed to engage in private mediation of Plaintiff's claims. In connection with the mediation, Defendant produced data and documents that allowed Plaintiff's counsel to conduct a full damage analysis. Specifically, Defendant produced over 5,200 pages of documents, including Defendant's employment policies, practices, and procedures, and time and pay records for a 15% sample of the Class.

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10. Finally, the Settlement Agreement provides for the payment of costs to the Settlement Administrator for the administration of this current settlement. The Parties have received a quote from Phoenix Settlement Administrators for a fee of approximately Five Thousand Four Hundred and Fifty Dollars (\$5,450.00) to administer the settlement.

1 11. After deducting the amounts listed above, it is estimated that the Net Settlement
2 Amount of \$497,883.33 will be distributed to the Class.

3 12. The amount distributed to each Participating Class Member (“Individual Class
4 Payment”) will depend on the number of Workweeks worked by each Class Member during the
5 Class Period.

6 13. Separate from the Individual Class Payment, PAGA Members will be entitled to
7 receive an Individual PAGA Payment for the release of PAGA Released Claims. The amount
8 distributed to each PAGA Member (“Individual PAGA Payment”) will depend on the number of
9 Workweeks worked by each PAGA Member during the PAGA Period.

10 **POTENTIAL STATUTORY AND CIVIL PENALTIES**

11 14. I negotiated the settlement sum based on a clear understanding of the maximum
12 exposure in this case. Based on the class data provided by Defendant, Plaintiff estimated that
13 Defendant would face potential liability of up to approximately \$2,070,046 for Plaintiff’s class
14 claims, which is based on approximately \$240,846.40 in unpaid wages and \$1,829,199.60 in
15 derivative penalties. Plaintiff was able to estimate the potential damages and penalties based on
16 data provided by Defendant, including the number of employees in the putative class and the
17 number of wage statements at issue.

18 15. With respect to potential liability of Plaintiff’s PAGA claims, Plaintiff estimated
19 that Defendant could face civil penalties of up to a maximum \$1,237,900 if Plaintiff were
20 successful at trial, and without any reduction by the Court.

21 16. The total class and PAGA penalties are estimated to be approximately
22 \$3,307,946.

23 17. Under the facts of this case, I appreciate the risk that Defendant could present a
24 persuasive argument to reduce the amount of PAGA penalties at trial. For example, in *Fleming v.*
25 *Covidien, Inc.*, 2011 U.S. Dist. LEXIS 154590 (C.D. Cal. Aug. 12, 2011), while the plaintiff
26 ultimately prevailed in a PAGA trial predicated on a violation of Labor Code § 226(a), *i.e.*,
27 inaccurate wage statements, the Court assessed only 17% of the maximum penalties— and this
28 was after finding liability at trial. Similarly, Judge Carville of the Alameda Superior Court in the

1 matter of *Parr v. Golden State Overnight*, Alameda Superior Court Case No. RG12618103,
2 assessed PAGA penalties upon Defendant of approximately 7% of the total maximum
3 penalties—again, this was only after plaintiff had prevailed at trial. In one recent California
4 Court of Appeal case, a trial court’s reduction of PAGA penalties by 90% was upheld.
5 *Carrington v. Starbucks*, 30 Cal. App. 5th 504, 529 (2018).

6 18. Here, the Gross Settlement Amount is fair and reasonable as it is approximately
7 28.7% of the potential recovery of Plaintiff’s class and PAGA claims if Plaintiff was to fully
8 succeed at trial and without any reduction by the Court.

9 19. Based on my own independent investigation and evaluation, I am of the opinion
10 that settlement for the consideration and on the terms set forth in the Settlement Agreement is
11 fair, reasonable, and adequate and is in the best interests of the Class and Defendant in light of all
12 known facts and circumstances, and the uncertainty and risks to Plaintiff involved in not
13 prevailing on one or more of the causes of action or theories alleged in the operative Complaint,
14 the possibility of non-certification, and the potential for appeals.

15 **THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

16 20. From the inception of the case, Class Counsel have zealously represented the
17 interests of the Class. The settlement was obtained for the benefit of the Class, as opposed to the
18 individual Class Representative.

19 21. The Settlement Agreement calls for the Net Settlement Amount (calculated after
20 deduction of attorneys’ fees, costs, Class Representative Service Award, and Settlement
21 Administration Costs) to be paid to all Class Members. Based on an estimated Net Settlement
22 Amount of \$497,883.33, Class Members will be entitled to recover, on average, up to \$474.17
23 each. PAGA Members may potentially recover approximately \$23.81 per person.

24 22. The amount any Class Member will be entitled to recover will be greater or lower,
25 depending on the number of Workweeks worked during the Class and PAGA Periods, with some
26 entitled to receive more, and others less. This is fair, as it directly allocates greater recovery to
27 individual Class Members who have allegedly suffered greater harm. The amount may also vary
28 depending on the number of timely Requests for Exclusion received by the Settlement

Administrator and costs and awards approved by the Court.

23. Additionally, the scope of the release is appropriately limited. As a condition of participating in this settlement, Class Members waive and release “any and all claims for wages, damages, unpaid costs, penalties, liquidated damages, benefits, fringes, interest, attorney fees, litigation costs, restitution, or equitable relief, against any of the Released Parties, that were pled or could have been pled in the PAGA Notice or the Action, based on the factual allegations, circumstances, and primary rights set forth therein, that arose during the Class Period, including without limitation all claims under the California Labor Code, Industrial Welfare Commission Wage Orders and applicable law for: failure to pay wages (including overtime and double time wages and minimum wages); failure to pay at the appropriate rate of pay including for overtime, double time, and sick leave; failure to pay wages timely during and upon separation of employment; failure to provide legally-compliant wage statements; unfair and unlawful business practices under California Business and Professions Code §§ 17200, *et seq.*; and all claims for penalties under PAGA based on the afore-referenced claims during the PAGA Period.” *See* Stipulation ¶¶ 26. This release only applies during the time period of December 4, 2020 through January 27, 2022.

24. I believe that Plaintiff and the Class could prevail at trial. However, I also believe in the fairness of the settlement, which is based on factoring in the inherent risks in drawn-out litigation and the specific risks that a class might not be certified and/or that Plaintiff could fail to establish liability. Moreover, as Defendant adamantly denies that it should be liable for the full extent of the penalties, there is a possibility that Plaintiff and the Class would be awarded fewer or no penalties at trial.

25. Thus, after taking into account sharply disputed legal issues involved in this litigation, the risks associated with further prosecution, delays caused by potential appeals, and the substantial benefits to be received pursuant to the Settlement Agreement, I believe that the proposed settlement is fair, reasonable, and adequate and is in the best interests of the Class.

ATTORNEY EXPERIENCE

26. Class Counsel have a great deal of experience in wage and hour class action

1 litigation and have been approved as class counsel in a number of class actions. My co-counsel
2 and I can and will adequately represent the Class Members in this action and will pursue this
3 lawsuit to its conclusion. I have no conflicts with the Class and will adequately represent the
4 Class.

5 27. From the inception of the case, Class Counsel have zealously represented the
6 interests of the Class. I have spent significant time researching and pursuing the claims that have
7 been alleged in this action. From the inception of the case, my co-counsel and I have solely
8 represented the interest of the Class and have expended significant time and resources reviewing
9 the pleadings, meeting and conferring with defense counsel, calculating and analyzing the
10 potential range of recoverable penalties, preparing for and attending mediation, negotiating the
11 terms of the settlement, and drafting the Settlement Agreement. The settlement was obtained for
12 the benefit of the Class, not for the individual Plaintiff. Based on my review of all the
13 information, and based on my experience in class action litigation, I believe this settlement to be
14 fair, adequate, and reasonable.

15 28. Based on my review of all the information, and based on my experience in class
16 action litigation, I believe this settlement to be fair, adequate, and reasonable.

17 29. Although Plaintiff believes that a class can be certified, Plaintiff also believes in
18 the fairness of the settlement that is based on factoring in the uncertainty and risks to Plaintiff
19 involved in not prevailing on one or more of the causes of action or theories alleged in the
20 operative Complaint, the possibility of non-certification, and the potential for appeals.

21 30. I have spent significant time researching and pursuing the claims that have been
22 alleged in this action. The Parties have engaged in informal discovery, with the voluminous
23 production of documents and sample payroll data.

24 31. I am one of the primary attorneys on this matter. My qualifications are as follows:
25 I received my J.D. from Arizona State University College of Law in 2003. During law school, I
26 was a summer associate at the law firm of Brobeck, Phleger & Harrison. I graduated cum laude
27 from Arizona State University College of Law in the top 10% of my class. While I was in law
28 school, I was the Associate Managing Editor of the Arizona State University College of Law,

1 Law Journal. Upon graduation, I practiced law as an associate at the Los Angeles County offices
2 of Ogletree Deakins Nash Smoak & Stewart, P.C., a national employment defense law firm that
3 represents a significant number of Fortune 500 companies.

4 32. My firm's primary focus is employment law. I have handled a number of wage
5 and hour matters including class actions and multiple-plaintiff actions. I have a practice that
6 encompasses cases in the Los Angeles Superior Courts, the Orange County Superior Courts, the
7 San Francisco County Superior Courts, the San Diego County Superior Courts, and the United
8 States District Courts for the Central, Eastern and Northern Districts of California.

9 33. I have been named as Class Counsel in a number of class actions that have been
10 granted final approval by the Superior Courts of Los Angeles County, Orange County, San
11 Francisco County, and the United States District Court for the Central District of California,
12 including the following Class Actions: *Chan Lanier v. Citigroup, Inc. et al.*, San Francisco
13 Superior Court Case No. CGC-05-445143; *Naqvi v. Acoustic Home Loans et al.*, Orange County
14 Superior Court Case No. 05CC00263; *Ortega v. AIG*, Central District of California Case No. CV
15 06-0196-RSWL (PJWx); Universal Protection Overtime Cases, Orange County Superior Court,
16 Judicial Council Coordination Proceeding No. 4480; and *Hernandez v. CVS Corp. et al.*, Judicial
17 Council Coordination Proceeding No. 4539 .

18 34. I do not have any relationship with Jewish Family Service of San Diego.

19 35. Concurrent with the filing of this Motion, my office has also uploaded a copy of
20 the Settlement Agreement and this Motion to the LWDA.

21 I declare under penalty of perjury under the laws of the State of California that the
22 foregoing is true and correct.

23 Executed on this 6th day of July 2022, at Los Angeles, California.

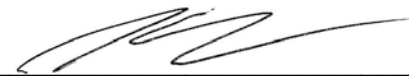
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26 _____
27 Larry W. Lee
28

EXHIBIT A

1 Larry W. Lee (State Bar No. 228175)
2 Mai Tulyathan (State Bar No. 316704)
3 **DIVERSITY LAW GROUP, P.C.**
4 515 S. Figueroa St., Suite 1250
5 Los Angeles, CA 90071
6 (213) 488-6555
7 (213) 488-6554 facsimile
8
9 William L. Marder (State Bar No. 170131)
10 **Polaris Law Group LLP**
11 501 San Benito Street, Suite 200
12 Hollister, CA 95023
13 (831) 531-4214
14 (831) 634-0333 facsimile
15
16 Attorneys for Plaintiff, the Class, and Aggrieved
17 Employees
18
19 Spencer C. Skeen, CA Bar No. 182216
20 spencer.skeen@ogletree.com
21 Marlene M. Moffitt, CA Bar No. 223658
22 marlene.moffitt@ogletree.com
23 **OGLETREE, DEAKINS, NASH, SMOAK &**
24 **STEWART, P.C.**
25 4370 La Jolla Village Drive, Suite 990
26 San Diego, CA 92122
27 Telephone: 858-652-3100
28 Facsimile: 858-652-3101

Attorneys for Defendant JONES LANG
LASALLE AMERICAS, INC.

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

21 JOSE CABALO, as an individual and on behalf
22 of all others similarly situated,
23
24 Plaintiff,
25
26 vs.
27 JONES LANG LASALLE AMERICAS, INC., a
28 Maryland corporation; and DOES 1 through 50,
inclusive,

Defendants.

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

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT AND
RELEASE**

*[Assigned for all purposes to The Honorable
Ronald F. Frazier, Dept. C-65]*

Action Filed: December 3, 2020
Trial Date: July 1, 2022

IT IS HEREBY STIPULATED by and between Plaintiff Jose Cabalo ("Plaintiff") and Defendant Jones Lang LaSalle Americas, Inc. ("Defendant, and with Plaintiff, the "Parties"), subject to the approval of the Court, that the Action is hereby compromised and settled pursuant to the terms and conditions set forth in this Joint Stipulation of Class Action and PAGA Settlement and Release ("Agreement," "Settlement," "Settlement Agreement," or "Stipulation of Settlement").

DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below. To the extent terms or phrases used in this Agreement are not specifically defined in this section, but are defined elsewhere in the Agreement, they are incorporated herein by reference.

1. "Action" means the putative class and representative action entitled *Jose Cabalo v. Jones Lang LaSalle Americas, Inc.*, San Diego County Superior Court Case No. 37-2020-00044322-CU-OE-CTL.

2. "Class Counsel" means Diversity Law Group, P.C. and Polaris Law Group LLP.

3. "Class Counsel Award" means the court-approved attorneys' fees for Class Counsel's litigation and resolution of the Action not to exceed one-third [33.33%] of the Maximum Settlement Amount, and the court-approved costs incurred by Class Counsel in connection with this Action not to exceed \$20,000.00.

4. "Class Information" or "Class List" means information regarding Class Members that Defendant shall in good faith compile from its records and shall include each Class Member's: (i) full name; (ii) last known address; (iii) Social Security Number; (iv) number of workweeks actually worked during the Class Period, taking into account any gaps in employment or leaves of absence; and (v) the number of workweeks actually worked during the PAGA Period, taking into account any gaps in employment or leaves of absence.

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

6. "Class Period" means the period of December 4, 2020 through January 27, 2022.

1 7. “Class Representative Service Award” means the court-approved amount to be paid
2 to Plaintiff Jose Cabalo, in an amount not to exceed Ten Thousand Dollars and Zero Cents
3 [\$10,000.00], which shall be paid in addition to Plaintiff’s Individual Class Payment and Individual
4 PAGA Payment.

5 8. “Defense Counsel” means Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

6 9. “Effective Date” means: (i) the date the Court enters its Final Order and Judgment, if
7 there have been no objections or intervener requests filed or, if they have been filed, then they have
8 been withdrawn; or, (ii) in the event that one or more objections or interventions has/have been filed
9 and not withdrawn, then upon the passage of the applicable date for an objector or intervener to seek
10 appellate review of the Final Order and Judgment, without a timely appeal having been filed; or, (iii)
11 in the event that a timely appeal of the Final Order and Judgment has been filed, then the Settlement
12 Agreement shall be final when the applicable appellate court has rendered a final decision or opinion
13 affirming the Court’s Final Order and Judgment without material modification, and the applicable
14 date for seeking further appellate review has passed, or the date that any such appeal has been either
dismissed or withdrawn by the appellant.

15 10. “Employer’s Share of Payroll Taxes” means Defendant’s portion of payroll taxes,
16 including on the portion of the Individual Class Payments that constitutes wages, as calculated by
17 the Settlement Administrator. This amount shall be paid in addition to the Maximum Settlement
18 Amount.

19 11. “Final Approval Hearing” means the hearing to be conducted by the Court at which
20 Plaintiff shall request the Court approve the Settlement on a final basis, enter the Final Order and
21 Judgment, and take other appropriate action.

22 12. “Final Order and Judgment” means the order and judgment entered by the Court upon
23 granting final approval of the Settlement and finding this Settlement binding. A proposed Final Order
24 and Judgment shall be mutually agreed upon by the Parties and submitted to the Court concurrently
25 with Plaintiff’s Motion for Final Approval of the Settlement.

26 13. “Final Report” means the report to be prepared by the Settlement Administrator
27 (after the expiration of the 180-day period in which Participating Class Members and PAGA
28 Members must cash/deposit their Individual Class Payment and Individual PAGA Payment checks)
regarding the distribution of the Maximum Settlement Amount, including the total amount that was

1 cashed/deposited by Participating Class Members and PAGA Members, and the total amount of any
2 unpaid residue or unclaimed or abandoned funds pursuant to California Code of Civil Procedure
3 section 384.

4 14. "Individual PAGA Payment" means the amount payable from the PAGA Payment
5 to each PAGA Member.

6 15. "Individual Class Payment" means the amount payable from the Net Settlement
7 Amount to each Participating Class Member.

8 16. "Maximum Settlement Amount" means Nine Hundred Fifty Thousand Dollars and
9 Zero Cents [\$950,000.00], which is the maximum amount Defendant shall pay in connection with
10 this Settlement and is all-inclusive, meaning it will pay, without limitation, all Individual Class
11 Payments (including any payments to or withholdings for governmental authorities for the employee
12 portion of any payroll taxes or other required taxes or withholdings), the Class Counsel Award, the
13 Class Representative Service Award, PAGA Payment (including all Individual PAGA Payments),
14 and Settlement Administration Costs, except Defendant shall be separately responsible for its
15 Employer's Share of Payroll Taxes.

16 17. "Net Settlement Amount" means the Maximum Settlement Amount, less the Class
17 Counsel Award, Class Representative Service Award, PAGA Payment, and Settlement
18 Administration Costs.

19 18. "Notice of Objection" means a Class Member's valid and timely submission of a
20 written objection to the Settlement. An objection must include: (a) the objector's full name, signature,
21 address, telephone number, and the last four digits of his or her Social Security number, (b) a written
22 statement of all grounds for the objection accompanied by any legal support for such objection, and
23 (c) copies of any papers, briefs, or other documents upon which the objection is based. At no time
24 shall any of the Parties, Class Counsel, or Defense Counsel seek to solicit or otherwise encourage or
25 discourage Class Members from submitting a Notice of Objection or filing an appeal from the Final
26 Order and Judgment.

27 19. "PAGA Notice" means the letter dated November 2, 2020 that Plaintiff Jose Cabalo
28 sent to the California Labor Workforce Development Agency ("LWDA") pursuant to Labor Code §
2699.3 to exhaust his administrative remedies under the Labor Code Private Attorneys General Act
of 2004 ("PAGA"), Cal. Lab. Code §§ 2698, *et seq.*

1 20. “PAGA Payment” or “PAGA Settlement” means the amount of One Hundred
2 Thousand Dollars and Zero Cents (\$100,000.00), subject to Court approval, to be paid from the
3 Maximum Settlement Amount for satisfaction of Plaintiff’s and Class Members’ claims under
4 PAGA. Pursuant to PAGA, seventy-five percent (75%), or Seventy-Five Thousand Dollars and Zero
5 Cents (\$75,000.00), of this sum will be paid to the LWDA. The remaining twenty five percent (25%),
6 or Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), will be distributed as Individual
7 PAGA Payments to Class Members in accordance with this Settlement.

8 21. “PAGA Release” or “PAGA Released Claims” means any and all Released Claims
9 that may be asserted under PAGA during the PAGA Period.

10 22. “Participating Class Members” means all Class Members who do not submit a valid
11 and timely Request for Exclusion.

12 23. “PAGA Employee” means a Class Member who was employed by Defendant at any
13 time during the PAGA Period.

14 24. “PAGA Period” means the period of December 4, 2020 through January 27, 2022.

15 25. “Preliminary Approval Order” means the Court’s order approving and authorizing the
16 mailing of the Settlement Notice by the Settlement Administrator, setting the date of the Final
17 Approval Hearing, and granting preliminary approval of this Settlement. A proposed Preliminary
18 Approval Order shall be mutually agreed upon by the Parties and submitted to the Court concurrently
19 with Plaintiff’s Motion for Preliminary Approval of the Settlement.

20 26. “Released Claims” means any and all claims for wages, damages, unpaid costs,
21 penalties, liquidated damages, benefits, fringes, interest, attorney fees, litigation costs, restitution, or
22 equitable relief, against any of the Released Parties, that were pled or could have been pled in the
23 PAGA Notice or the Action, based on the factual allegations, circumstances, and primary rights set
24 forth therein, that arose during the Class Period, including without limitation all claims under the
25 California Labor Code, Industrial Welfare Commission Wage Orders and applicable law for: failure
26 to pay wages (including overtime and double time wages and minimum wages); failure to pay at the
27 appropriate rate of pay including for overtime, double time, and sick leave; failure to pay wages
28 timely during and upon separation of employment; failure to provide legally-compliant wage
statements; unfair and unlawful business practices under California Business and Professions Code

1 §§ 17200, *et seq.*; and all claims for penalties under PAGA based on the afore-referenced claims
2 during the PAGA Period.

3 27. “Released Parties” means Defendant and all its present and former owners, parent
4 entities, sister entities, subsidiaries, investors, beneficiaries, representatives, related or affiliated
5 entities, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and
6 assigns, and any individual or entity which could be liable for any of the Released Claims.

7 28. “Request for Exclusion” means a written statement submitted by a Class Member
8 indicating a request to be excluded or otherwise opt-out from the Settlement. The Request for
9 Exclusion must be in writing and must: (i) be signed by the Class Member; (ii) contain the name,
10 address, telephone number, and the last four digits of the Social Security number of the Class Member
11 requesting exclusion; (iii) clearly state the Class Member does not wish to be included in the
12 Settlement; (iv) be returned via mail to the Settlement Administrator as specified in the Settlement
13 Notice; and (v) be postmarked on or before the Response Deadline. The date of the postmark on the
14 return mailing envelope will be the exclusive means to determine whether a Request for Exclusion
15 has been timely submitted. A Class Member who does not validly and timely request exclusion from
16 the Settlement will be deemed a “Participating Class Member” and will be bound by all terms of the
17 Settlement, if the Settlement is granted final approval by the Court. Any Class Member who validly
18 and timely requests to be excluded from the Settlement will no longer be a member of the Settlement
19 Class and will not have any right to object to, appeal, or comment on the Settlement, but will remain
20 a PAGA Member and receive an Individual PAGA Payment for the PAGA Released Claims. No later
21 than ten (10) calendar days after the Response Deadline, the Settlement Administrator shall provide
22 counsel for the Parties a list of all Class Members who submitted a timely and valid Request for
23 Exclusion, identified only by employee number, with personal information including name and
24 address redacted.

25 29. “Response Deadline” means the deadline by which Class Members must postmark to
26 the Settlement Administrator a valid Request for Exclusion, objection, or Workweek Dispute. The
27 Response Deadline will be forty-five (45) calendar days from the initial mailing of the Settlement
28 Notices by the Settlement Administrator unless the 45th day falls on a Sunday or Federal holiday, in
which case the Response Deadline will be extended to the next day on which the U.S. Postal Service
is open. The Response Deadline may also be extended by express agreement between Class Counsel

1 and Defense Counsel. Under no circumstances, however, will the Settlement Administrator have the
2 authority to extend the deadline for Class Members to submit a Request for Exclusion, objection, or
3 Workweek Dispute.

4 30. "Settlement Administrator" means Phoenix Administrators, as approved by the Court
5 for purposes of administering this Settlement. The Parties each represent they do not have any
6 financial interest in the Settlement Administrator or otherwise have a relationship that could create
7 a conflict of interest.

8 31. "Settlement Administration Costs" means the reasonable costs and fees incurred by the
9 Settlement Administrator, as approved by the Court, to administer the Settlement in accordance with
10 this Agreement, which will be paid from the Maximum Settlement Amount and is expected to not
11 exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00).

12 32. "Settlement Notice" means the court-approved Notice of Class Action and PAGA
13 Settlement and Release, substantially in the same form attached hereto as **Exhibit 1**, which the
14 Settlement Administrator shall mail to each Class Member, in accordance with this Agreement.

15 33. "Workweeks" means the number of weeks actually worked by the Class Member
16 during the Class Period, taking into account gaps in employment and leaves of absence.

17 34. "Workweek Dispute" means a written statement from a Class Member disputing the
18 number of Workweeks listed on his/her Settlement Notice. Any such Workweek Dispute must be
19 mailed to the Settlement Administrator by the Response Deadline. The date of the postmark on the
20 mailing envelope will be the exclusive means to determine whether a Workweek Dispute has been
21 timely submitted. A valid Workweek Dispute must be in writing and should contain: (i) the Class
22 Member's full name, signature, address, telephone number, and the last four digits of his or her Social
23 Security number; (ii) the number of Workweeks the Class Member contends is correct; and (iii) any
24 evidence supporting his or her contention. The information identified by Defendant in the Class List
25 will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement
26 Administrator by credible evidence. All Workweek Disputes will be resolved and decided by the
27 Settlement Administrator and the Settlement Administrator's decision on all Workweek Disputes will
28 be final and non-appealable.

RECITALS

1 35. Discovery, Investigation, and Research. The Parties have engaged in extensive
2 investigation of the facts and law during the litigation of the Action. The investigation included the
3 exchange of information through formal and informal discovery. Specifically, it included, among
4 other things, the exchange of over 5,200 pages of documents including Defendant's employment
5 policies, practices, and procedures, and the time and pay records of a 15% sample of Class Members,
6 randomly selected by Class Counsel. The Parties prepared for and attended a full-day mediation with
7 Hon. Louis Marlin (ret.), a well-regarded mediator experienced in mediating complex wage-and-
8 hour matters, including those in the class and PAGA action context. Counsel for the Parties also
9 investigated applicable law as applied to the facts in the case, potential defenses thereto, and relief
10 sought by Plaintiff on behalf of himself and the Class. The Parties conducted their own evaluations
11 of the potential recoveries based on the claims alleged in the Action. After over a year of such
12 activity and with the assistance of the mediator, the Parties reached the terms of settlement set forth
13 herein.

14 36. Benefits of Settlement to Plaintiff and the Class Members.

15 a. The Settlement was reached after arm's-length bargaining between the Parties
16 with the assistance of an experienced mediator and after extensive investigation and exchange and
17 review of documents and data, by Parties, which allowed them to assess the merits and to
18 compromise the issues on a fair and equitable basis.

19 b. Plaintiff and Class Counsel recognize the expense and length of continued
20 proceedings necessary to litigate Plaintiff's disputes in the Action through trial and through any
21 possible appeals. Plaintiff also has taken into account the uncertainty and risks of the outcome of
22 further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class
23 Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted
24 in the Action, both generally and in response to Defendant's defenses thereto, and the difficulties in
25 establishing damages, penalties, restitution, and other relief sought in the Action. Plaintiff and Class
26 Counsel also have taken into account Defendant's agreement to enter into a settlement that confers
27 substantial benefits upon the Class Members. Based on the foregoing, Plaintiff and Class Counsel
28 have determined that the Settlement set forth herein is fair, adequate, and reasonable, and is in the
best interests of all Class Members.

 37. Defendant's Denial of Wrongdoing and Reasons for Settlement.

b. Defendant has concluded further defense of the Action would be protracted and expensive. Substantial amounts of Defendant's time, energy, and resources have been, and unless this Settlement is completed, shall continue to be, devoted to the defense of the claims asserted by Plaintiff. Defendant has also taken into account the risks of further litigation in reaching its decision to enter into this Settlement. Even though Defendant contends it is not liable for any of the claims alleged by Plaintiff in the Action and/or PAGA Notice and denies any liability whatsoever, Defendant, nonetheless, has agreed to settle in the manner and upon the terms set forth in this Settlement and to fully and finally put to rest the claims alleged in this Action. Defendant has asserted and continues to assert that the claims alleged by Plaintiff have no merit and do not give rise to any liability, damages, restitution, penalties or other payments. This Settlement is a compromise of disputed claims. Nothing contained in this Settlement, no documents referred to herein, and no action taken to carry out this Settlement, shall be construed or used as an admission by or against Defendant as to the merits or lack thereof of the claims asserted in the Action. Defendant contends that it has complied with all applicable state, federal and local laws. In the event this Settlement does not obtain final approval, Defendant retains all rights it has to defend itself in this matter and to take any actions in defense of itself that are available to it.

38. Certification for Settlement Purposes Only. The Parties stipulate to certification of the Class for settlement purposes only. The Court has not ruled on class certification in the underlying litigation and the Settlement is not, and it should not be construed as, any admission of fact or law in this matter or any other matter that class certification is appropriate. Should this Settlement not be approved or be terminated, all stipulations set forth herein (including in this paragraph) shall be null and void and shall not be admissible for any purpose whatsoever.

9

1 NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set
2 forth herein, the Parties agree, subject to the Court's approval, as follows:

3 39. **Binding Settlement.** This Settlement shall bind the Parties, all Participating Class
4 Members, and all PAGA Members, subject to the terms and conditions hereof and the Court's
5 approval.

6 47. **Tax Liability.** The Parties make no representations as to the tax treatment or legal
7 effect of the payments specified herein, and Class Members and PAGA Members are not relying on
8 any statement or representation by the Parties, Class Counsel, Defense Counsel, or the Settlement
9 Administrator in this regard. Participating Class Members, PAGA Members, and Class Counsel
10 understand and agree that they shall be solely and legally responsible for the payment of all applicable
11 taxes and penalties assessed on the payments specified herein, except Defendant will be responsible
12 for paying the Employer's Share of Payroll Taxes separate from the Maximum Settlement Amount.

13 48. **Releases**

14 a. **Release by All Participating Class Members.** Upon Defendant funding the
15 Maximum Settlement Amount, all Participating Class Members, including Plaintiff, shall be deemed
16 to have released and discharged the Released Parties of and from all of the Released Claims. Class
17 Members who have submitted a timely and valid Request for Exclusion will not be deemed to have
18 released the Released Parties from the Released Claims. However, those Class Members who are
19 PAGA Members will be deemed to have released their PAGA Released Claims regardless of whether
20 they request exclusion from the Settlement, as further set forth below.

21 b. **PAGA Release by All Class Members.** Upon Defendant funding the
22 Maximum Settlement Amount, Plaintiff and PAGA Members shall be deemed to have released the
23 Released Parties of and from the PAGA Released Claims. Class Members will not have the
24 opportunity to opt out of or object to the PAGA Settlement. Class Members are bounded by the PAGA
25 Settlement and PAGA Release regardless of whether they opt out of the class portion of the Settlement
26 and regardless of whether they cash and/or otherwise negotiate their Individual PAGA Payment.

27 c. **Additional General Release and Waiver of Claims by Plaintiff.**

28 i. In addition to the releases set forth above, Plaintiff, in his individual capacity,
agrees to release the Released Parties from any and all claims, known and unknown, under federal,

1 state and/or local law, statute, ordinance, regulation, common law, or other source of law, arising as of
2 the date of execution of this Agreement, including but not limited to claims arising from or related to
3 his employment with Defendant, separation of employment from Defendant, and any acts that have or
4 could have been asserted in any legal action or proceeding against Defendant, whether known or
5 unknown, arising under any federal, state or local law or statute, including, *inter alia*, those arising
6 under the California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII
7 of the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations
8 Act, California Corporations Code, California Business and Professions Code, California Fair
9 Employment and Housing Act, California Constitution (all as amended), and law of contract and tort,
10 as well as for discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other
11 employment compensation, emotional distress, medical expenses, other economic and non-economic
12 damages, attorney fees, and costs (collectively, "Plaintiff's Released Claims").

13 ii. Plaintiff executes this release with the full knowledge that the release covers
14 all possible claims against the Released Parties, to the fullest extent permitted by law, except claims
15 based on an alleged breach of this Agreement and except claims that are identified in the separate
16 Individual Settlement Agreement and Release and, for those such claims, the Individual Settlement
17 Agreement and Release releases them.

18 iii. Notwithstanding the foregoing, the Parties expressly agree and acknowledge
19 that nothing in this Agreement releases or waives any rights or claims the Parties may have with
20 respect to any claims for workers' compensation or to other rights and claims that cannot be waived
21 as a matter of law or public policy.

22 iv. Even if Plaintiff discovers facts in addition to or different from those that he
23 now knows or believes to be true with respect to the subject matter of Plaintiff's Released Claims,
24 those claims will remain released and forever barred. To effect a full and complete general release
25 as described above, Plaintiff expressly waives and relinquishes all rights and benefits of section 1542
26 of the Civil Code of the State of California, and does so understanding and acknowledging the
27 significance and consequence of specifically waiving section 1542. Section 1542 of the Civil Code
28 of the State of California states as follows:

1 A general release does not extend to claims that the creditor or
2 releasing party does not know or suspect to exist in his or her favor
3 at the time of executing the release and that, if known by him or her,
4 would have materially affected his or her settlement with the
5 debtor or released party.

6 Thus, notwithstanding the provisions of section 1542, and to implement a full and complete
7 release and discharge of the Released Parties, Plaintiff expressly acknowledges this Settlement is
8 intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist
9 in Plaintiff's favor at the time of signing this Settlement, and that this Settlement contemplates the
10 extinguishment of any such claims. Plaintiff warrants that he has read this Settlement, including this
11 waiver of California Civil Code section 1542, and that Plaintiff has consulted with or had the
12 opportunity to consult with counsel of Plaintiff's choosing about this Settlement and specifically about
13 the waiver of section 1542, and that Plaintiff understands this Settlement and the section 1542 waiver,
14 and so Plaintiff freely and knowingly enters into this Settlement. Plaintiff further acknowledges that
15 Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes
16 to be true regarding the matters released or described in this Settlement, and even so Plaintiff agrees
17 that the releases and agreements contained in this Settlement shall remain effective in all respects
18 notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any
19 and all risk of any mistake in connection with the true facts involved in the matters, disputes, or
20 controversies released or described in this Settlement or with regard to any facts now unknown to
21 Plaintiff relating thereto. Plaintiff further acknowledges this waiver of the provisions of section 1542
22 was separately bargained for and is an essential and material term of this Agreement.

23 49. **Settlement Administrator.**

24 a. The Settlement Administrator will be responsible for (1) preparing, printing,
25 and mailing the Settlement Notice to Class Members; (2) receiving and processing Requests for
26 Exclusions, Objections, and Workweeks Disputes; (3) calculating payments under the Settlement,
27 including taking into account any withholdings or deductions; (4) handling inquiries from Class
28 Members concerning the Settlement, including matters in the Settlement Notice; (5) providing

1 weekly status reports to Defense Counsel and Class Counsel regarding the mailings, submissions
2 received from Class Members, and estimated Individual Class Payments and Individual PAGA
3 Payments; (6) distributing the Class Representative Service Award, Class Counsel Award,
4 Individual Class Payments, PAGA Payment to PAGA Members and the LWDA and payments to
5 taxing and other government authorities as appropriate; (7) providing due diligence declarations
6 for submission to the Court, as needed; (8) printing and providing Class Members, PAGA
7 Members, and Plaintiff with tax forms as required under this Settlement Agreement and applicable
8 law, and providing copies of same to Defendant; (9) establishing and maintaining the Settlement
9 Fund Account, as detailed in this Settlement; and (10) such other tasks as Parties mutually agree
10 or the Court orders the Settlement Administrator to perform.

11 b. The Settlement Administrator will perform a skip-trace search and re-mail all
12 Settlement Notices that are returned, undelivered on or before the Response Deadline, within seven
13 (7) calendar days of receiving notice that the mailing was undeliverable, and the deadline to submit
14 an objection, Request for Exclusion, and/or Workweeks Dispute will be extended by ten (10)
15 calendar days for Class Members to whom a Settlement Notice is re-mailed.

16 c. The Settlement Administrator will also handle distribution of all payments to
17 Class Members, PAGA Members, Plaintiff, the LWDA, and Class Counsel, as provided herein and
18 approved by the Court, as well as handle transmission of uncashed settlement checks as provided
19 herein.

20 50. **Establishment of Settlement Fund.** Within seven (7) calendar days of Final
21 Approval, the Settlement Administrator will establish a Settlement Fund Account in a non-interest-
22 bearing transaction account at a FDIC-insured institution, designated by Defendant, with at least one
23 branch in California.

24 51. **Notice to Class Members.**

25 a. Within fifteen (15) calendar days of entry of the Preliminary Approval Order,
26 Defendant shall provide the Settlement Administrator with the Class List for purposes of mailing the
27 Settlement Notice to Class Members. The Settlement Administrator shall not be permitted to share
28 any information included in the Class List with Plaintiff or Class Counsel absent express approval
by Defendant or Defense Counsel.

1 i. Notice by First Class U.S. Mail. Upon receipt of the Class List, the
2 Settlement Administrator shall perform a search based on the National Change of Address Database
3 maintained by the United States Postal Service to update and correct any known or identifiable address
4 changes. Within fifteen (15) calendar days after receiving the Class List from Defendant as provided
5 herein, the Settlement Administrator shall mail copies of the Settlement Notice to all Class Members via
6 regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine
7 the current mailing address for each Class Member. The address identified by the Settlement
8 Administrator as the current mailing address shall be presumed to be the most current mailing address
9 for each Class Member. The Parties agree that this procedure for notice provides the best notice
10 practicable to Class Members and fully complies with due process.

11 ii. Undeliverable Settlement Notices. Any Settlement Notice returned to
12 the Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-mailed
13 to the forwarding address affixed thereto within seven (7) calendar days of receipt of the returned
14 Settlement Notice by the Settlement Administrator. If no forwarding address is provided, the
15 Settlement Administrator shall attempt to determine a correct address by the use of skip-tracing, or
16 other type of automated search, using the name, address and/or Social Security Number of the Class
17 Member involved, and shall then perform a re-mailing to the Class Member whose Settlement Notice
18 was returned as non-deliverable within seven (7) calendar days of receipt of the returned Settlement
19 Notice by the Settlement Administrator, assuming another mailing address is identified by the
20 Settlement Administrator. Class Members who are sent a re-mailed Settlement Notice shall have their
21 Response Deadline extended by ten (10) calendar days from the date the Settlement Administrator re-
22 mails the Settlement Notice. If these procedures are followed, notice to Class Members shall be
23 deemed to have been fully satisfied, and if the intended recipient of the Settlement Notice does not
24 receive the Settlement Notice, the intended recipient shall nevertheless remain a Class Member and
25 shall be bound by all terms of the Settlement and the Final Order and Judgment.

26 iii. Determination of Individual Class Payments and Individual PAGA
27 Payments. The Settlement Administrator shall determine the eligibility for, and the amounts of, each
28 Individual Class Payment and Individual PAGA Payment, under the terms of this Settlement. The
Settlement Administrator's determination of the eligibility for and amount of each Individual Class

1 Payment and Individual PAGA Payment shall be binding upon the Class Members and the Parties. In
2 the absence of fraud or gross negligence, Defendant's workweek estimates shall be presumed accurate.

3 iv. Disputes Regarding Administration of Settlement. Any dispute not
4 resolved by the Settlement Administrator concerning the administration of the Settlement shall be
5 resolved by the Court.

6 b. Monitoring and Reviewing Settlement Administration. The Parties have the
7 right to monitor and review the administration of the Settlement to verify that the monies allocated
8 under the Settlement are distributed in the correct amount, as provided for in this Settlement.

9 c. Certification Reports Regarding Individual Class Payment Calculations. The
10 Settlement Administrator will provide Defense Counsel and Class Counsel a weekly report which
11 certifies: (i) the number of Class Members who have submitted valid Requests for Exclusion or
12 objections; and (ii) whether any Class Member has submitted a challenge to any information contained
13 in their Settlement Notice, including but not limited to the number of Class Members from the
14 Settlement Class who have submitted a Workweek Dispute. Additionally, the Settlement
15 Administrator will provide to counsel for both Parties any updated reports regarding the administration
16 of the Settlement Agreement as needed or requested.

17 d. Best Efforts. The Parties agree to use their best efforts to carry out the terms
18 of this Settlement.

19 52. Funding and Allocation of Maximum Settlement Amount. The Maximum
20 Settlement Amount shall be paid by Defendant in one lump sum payment within twenty-one (21)
21 calendar days after the Effective Date. Defendant shall provide the Maximum Settlement Amount to
22 the Settlement Administrator in any feasible manner, including, but not limited to, by way of a wire
23 transfer. If this Settlement is not finally approved by the Court in full, or is terminated, rescinded,
24 canceled or fails to become effective for any reason, or if the Effective Date does not occur, then no
25 portion of the Maximum Settlement Amount shall be paid.

26 a. Payments to the Settlement Class. Class Members shall not be required to
27 submit a claim in order to receive a share of the Net Settlement Amount, and no portion of the
28 Maximum Settlement Amount shall revert to Defendant or result in an unpaid residue. The
Settlement Administrator shall first compute the Net Settlement Amount by deducting from the
Maximum Settlement Amount the Class Counsel Award, Class Representative Service Award,

1 PAGA Payment, and Settlement Administration Costs. To the extent the Court does not approve the
2 full requested attorneys' fees, litigation costs, enhancement payments or settlement administration
3 costs, such occasion shall not constitute grounds to terminate or otherwise nullify this Settlement and
4 the Net Settlement Amount will increase accordingly, by the difference between the requested
5 amounts and the amounts awarded by the Court.

6 i. Individual Class Payment: The Settlement Administrator will
7 calculate each Individual Class Payment by dividing the Net Settlement Amount by the combined
8 total number of Workweeks for the Class, to arrive at the Workweek Value. The Workweek Value
9 will then be multiplied by the number of Workweeks worked by the Class Member during the Class
10 Period to arrive at the Individual Class Payment for that Class Member.

11 ii. Individual PAGA Payment: The Settlement Administrator will
12 calculate each PAGA Member's Individual PAGA Payment by dividing the 25% of the PAGA
13 Payment to be distributed PAGA Members (i.e. \$25,000.00) by the total number of Workweeks
14 worked by the PAGA Members, to arrive at the PAGA Workweek Value; and then multiplying the
15 PAGA Workweek Value by the number of Workweeks worked by each PAGA Member during the
16 PAGA Period.

17 iii. Each Class Member's Individual Class Payment and Individual PAGA
18 Payment shall be calculated solely by the Settlement Administrator using Defendant's Workweek
19 data. Defendant's Workweek data will be presumed to be correct, unless a particular Class Member
20 proves otherwise to the Settlement Administrator by credible evidence. All Workweek Disputes will
21 be resolved and decided by the Settlement Administrator and the Settlement Administrator's decision
22 on all Workweek Disputes will be final and non-appealable.

23 iv. Individual Class Payments and Individual PAGA Payments shall be
24 mailed by the Settlement Administrator by regular First Class U.S. Mail to each Participating Class
25 Member's last known mailing address within ten (10) calendar days after Defendant provides the
26 Settlement Administrator with the Maximum Settlement Amount. Prior to mailing the Individual
27 Class Payments and the Individual PAGA Payments, the Settlement Administrator shall perform a
28 search based on the National Change of Address Database maintained by the United States Postal
Service to update and correct any known or identifiable address changes.

1 v. Should any of the following occur, the Settlement Administrator will
2 proportionately increase the Net Settlement Amount for purposes of calculating Individual Class
3 Payments: (i) a Class Member submits a timely and valid, or otherwise accepted, Request for
4 Exclusion following the provisions in the Settlement Notice; (ii) the Court approves the Class
5 Representative Service Award in an amount less than that requested, as detailed herein; (iii) the Court
6 approves a Class Counsel Award in an amount less than that requested, as detailed herein; and/or
7 (iv) the Court approves Settlement Administration Costs, as detailed herein.

8 vi. The Settlement Administrator may, in its discretion, distribute the
9 Individual Class Payment and Individual PAGA Payment by way of a single check that combines
10 both payments.

11 vii. Individual Class Payments shall be allocated as follows: one-third
12 (1/3) to wages subject to all applicable tax withholdings (to be reported on IRS Form W-2); one-
13 third (1/3) to interest and other non-wage damages (to be reported on IRS Form 1099); and one-third
14 (1/3) to penalties (to be reported on IRS Form 1099). Individual PAGA Payments shall be allocated
15 as penalties (to be reported on IRS Form 1099). The Settlement Administrator shall calculate the
16 amount of the Employer's Share of Payroll Taxes and shall remit and report the applicable portions
17 of the payroll tax payment to the appropriate taxing authorities in a timely manner. Defendant will
18 be responsible for paying the Employer's Share of Payroll Taxes and this amount will not be
deducted from the Maximum or Net Settlement Amount.

19 viii. Any Individual Class Payment check and/or Individual PAGA
20 Payment check issued by the Settlement Administrator shall be valid for one hundred eighty (180)
21 calendar days ("Check Stale Date"), after which time it shall automatically be cancelled. Any funds
22 remaining in the Settlement Fund Account as a result of an individual's failure to cash or deposit
23 their checks by the Check Stale Date shall be transmitted to Jewish Family Service of San Diego in
24 accordance with California Code of Civil Procedure § 384. Jewish Family Service of San Diego is a
25 501(c)(3) nonprofit and nonsectarian human service agency with Tax ID number 95-1644024. It was
26 chosen as the cy pres recipient because of the basic-needs assistance and resource connections,
27 including employment assistance and counseling, it offers to vulnerable individuals of all faiths in
28 San Diego. Therefore, assignment of uncashed funds to this organization would promote justice and
serve the purposes of the underlying action, which is to protect employee rights. The organization

1 qualifies as a cy pres recipient under California Code of Civil Procedure § 384. Each Party and its
2 respective counsel represents it does not have a financial interest in Jewish Family Service of San
3 Diego or otherwise have a relationship with Jewish Family Service of San Diego that creates or could
4 create a conflict of interest. The Settlement Administrator shall prepare a report regarding the
5 distribution of all settlement funds pursuant to California Code of Civil Procedure § 384, as ordered
6 by the Court, so that the Court may amend the judgment if it deems necessary in accordance with
7 California Code of Civil Procedure § 384.

8 ix. In the event a Class Member fails to cash/deposit his or her Individual
9 Class Payment check and/or Individual PAGA Payment check, the individual shall nevertheless
10 remain bound by the Settlement, as set forth herein.

11 x. All monies received by Class Members under the Settlement which are
12 attributable to wages shall constitute income to such Class Members solely in the year in which such
13 monies are received by the Class Members. It is expressly understood and agreed that the receipt of
14 Individual Class Payments and/or Individual PAGA Payments shall not entitle any Class Member to
15 additional compensation or benefits under any collective bargaining agreement or under any bonus,
16 contest or other compensation or benefit plan or agreement in place during the period covered by the
17 Settlement, nor shall it entitle any Class Member to any increased pension and/or retirement, or other
18 deferred compensation benefits. It is the intent of the Parties that the Individual Class Payments and
19 Individual PAGA Payments provided for in this Settlement are the sole payments to be made by
20 Defendant to Class Members in connection with this Settlement, with the exception of Plaintiff, and that
21 the Class Members are not entitled to any new or additional compensation or benefits as a result of
22 having received the Individual Class Payments and/or Individual PAGA Payments. Furthermore, the
23 receipt of Individual Class Payments and Individual PAGA Payments by Class Members shall not, and
24 does not, by itself establish any general, special, or joint employment relationship between and among
25 the Class Member(s) and Defendant.

26 b. Class Representative Service Award. For purposes of this Settlement only,
27 the Parties agree to the designation of Plaintiff as Class Representative. In recognition of his time
28 and effort in bringing and presenting the Action and in consideration for his releases herein and
compliance with the terms and obligations of this Agreement, Plaintiff may request a Class
Representative Service Award of up to Ten Thousand Dollars and Zero Cents (\$10,000.00), subject

1 to court approval. The Class Representative Service Award will be in addition to Plaintiff's
2 Individual Class Payment and Individual PAGA Payment paid pursuant to the Settlement. The
3 Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for his Class Representative
4 Service Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes
5 on his Class Representative Service Award. In the event the court awards less than the requested
6 amount for the Class Representative Service Award, the difference shall become part of the Net
7 Settlement Amount and shall be distributed to Participating Class Members as part of their Individual
8 Class Payments, and shall not be grounds to terminate or nullify this Settlement.

9 c. Class Counsel Award. Class Counsel shall be entitled to request attorneys' fees
10 in an amount not to exceed one-third (33.33%) of the Maximum Settlement Amount, which amounts
11 to Three Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents
12 (\$316,666.67), subject to court approval. In addition, Class Counsel shall also be entitled to request an
13 award of costs associated with Class Counsel's prosecution of the Action, in an amount not to exceed
14 Twenty Thousand Dollars and Zero Cents (\$20,000.00), subject to court approval. In the event the
15 Court awards Class Counsel less than Three Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars
16 and Sixty-Seven Cents (\$316,666.67) in attorneys' fees and/or less than Twenty Thousand Dollars and
17 Zero Cents (\$20,000.00) in costs, the difference shall become part of the Net Settlement Amount and
18 shall be distributed to Participating Class Members as part of their Individual Class Payments, and shall
19 not be grounds to terminate or nullify this Settlement. Class Counsel shall be solely and legally
20 responsible to pay all applicable taxes on the Class Counsel Award. Class Counsel shall provide the
21 Settlement Administrator with properly completed and signed copies of IRS Form W-9 in order for the
22 Settlement Administrator to process the Class Counsel Award approved by the Court. The Settlement
Administrator shall issue an IRS Form 1099 to Class Counsel for the Class Counsel Award.

23 53. Settlement Administration Costs. The Settlement Administration fees and
24 expenses, which are estimated not to exceed Twenty-Five Thousand Dollars and Zero Cents
25 (\$25,000), shall be paid from the Maximum Settlement Amount. Prior to Plaintiff filing a Motion
26 for Final Approval of the Settlement, the Settlement Administrator shall provide the Parties with a
27 statement detailing the Settlement Administration Costs to date. The Parties agree to cooperate in
28 the Settlement Administration process and to make all reasonable efforts to control and minimize
Settlement Administration Costs.

54. **Payroll Taxes.** In accordance with this Settlement and to the fullest extent possible, the Maximum Settlement Amount shall resolve, satisfy and completely extinguish all of Defendant's liability with respect to the Class Members and PAGA Members, except that the Defendant shall solely be responsible for its Employer's Share of Payroll Taxes, which Defendant will pay in addition to the Maximum Settlement Amount. Upon the transfer of the Maximum Settlement Amount and Employer's Share of Payroll Taxes, Defendant shall have no further payment or defense obligation whatsoever with respect to any claims covered by this Settlement made or asserted by any person or entity anywhere in the world in connection with the Class Members.

55. **Duties of the Parties Prior to Court Approval.**

a. The Parties shall promptly submit this Settlement Agreement to the Court in support of Plaintiff's Motion for Preliminary Approval and determination by the Court as to its fairness, adequacy, and reasonableness. As part of Plaintiff's Motion for Preliminary Approval, Plaintiff shall also apply to the Court for the entry of an Order as follows:

- i. Certifying the Settlement Class for settlement purposes only;
- ii. Approving, as to form and content, the proposed Settlement Notice;
- iii. Approving the manner and method for Class Members to object or request exclusion from the Settlement, as contained herein and within the Settlement Notice;
- iv. Directing the mailing of the Settlement Notices to Class Members, by first class mail;
- v. Preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Court; and
- vi. Setting a Final Approval Hearing.

b. Class Counsel shall submit a motion for preliminary approval of the Settlement within 60 days after full execution of this Agreement, unless otherwise agreed upon between the Parties. If Class Counsel fails to do so, Defense Counsel may seek preliminary approval of the Settlement.

c. Class Counsel shall provide Defense Counsel with the opportunity to review and comment on drafts of all papers to be filed in connection with the motion for preliminary

1 approval (notice of motion, memorandum of points and authorities, and declarations) before filing
2 such motion with the Court. Plaintiff's motion for preliminary approval shall also include a proposed
3 order that is mutually agreed upon by the Parties. Defendant shall not oppose Plaintiff's motion for
4 preliminary approval to the extent it is consistent with the terms and conditions herein. Defendant
5 may, however, provide a written response to any characterization of the law or facts contained in the
6 motion.

7 56. **Promise Not to Prosecute/Warranty of No Pending Claims.** Plaintiff warrants and
8 represents that he has not contacted any governmental agency for the purpose of initiating a claim
9 against Defendant or reporting potential legal violations by Defendant, other than those made prior to
10 the initiation of this lawsuit and those made in connection with the Individual Settlement Agreement
11 and Release. Except as may be necessary to enforce this Agreement, and to the fullest extent permitted
12 by law, Plaintiff agrees not to permit, authorize, initiate, encourage, support, join or continue any
13 lawsuit, administrative charges or complaints (including charges of discrimination), arbitrations or
14 proceedings (collectively, "Proceedings") against Defendant based in whole or in part on any claim
15 covered by this Agreement or the Individual Settlement Agreement and Release. Plaintiff further
16 waives any right to pursue representative PAGA claims on behalf of himself, the State of California,
17 the LWDA, and other allegedly aggrieved employees against Defendant based in whole or in part on
18 any claim covered by this Agreement.

19 57. **Final Settlement Approval Hearing and Entry of Final Order and Judgment.** At
20 the Final Approval Hearing, Class Counsel will move the Court for entry of a Final Order and Judgment
21 in accordance with the California Rule of Court 3.769(h). Class Counsel will seek approval of the Class
22 Settlement as being fair, reasonable and adequate to the Class Members within the meaning of
23 California Code of Civil Procedure §§ 877 and 877.6. Class Counsel and Defense Counsel will submit
24 to the Court such pleading and/or evidence as required for the Court's determination. Class Counsel
25 will also submit a fee and cost application to be determined at the Final Approval Hearing. Class
26 Counsel will also comply with the requirements for submission and approval of PAGA settlements, set
27 forth in California Labor Code § 2699(l). After the Final Order and Judgment is entered by the Court,
28 individualized notice to each individual Class Member will not be required, instead the Settlement
Administrator will upload and host the Final Order and Judgment on its website for sixty (60) calendar

1 days after issuance. The Parties agree to work diligently and cooperatively to have this Settlement
2 presented to the Court for final approval.

3 58. **Duties of the Parties Following Final Approval.** Following final approval by the
4 Court of the Settlement provided for in this Settlement Agreement, Class Counsel will submit a
5 proposed Final Order of Approval and Judgment:

6 a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable
7 and adequate, and directing consummation of its terms and provisions;

8 b. Approving Class Counsel's application for an award of attorneys' fees and
9 costs and approving payment of Settlement Administration Costs;

10 c. Approving the Class Representative Service Award payment to Plaintiff;

11 d. Setting a date when the Parties shall submit the Final Report regarding the
12 distribution of the Maximum Settlement Amount pursuant to California Code of Civil Procedure § 384,
13 and, if necessary, a date for a final accounting hearing following its receipt of the Final Report;

14 e. Entering judgment in this Action barring and enjoining all members of the
15 Settlement Class from prosecuting against any of the Released Parties, any individual, class, or
16 representative claims released herein pursuant to the Settlement Agreement, upon satisfaction of all
17 payments and obligations hereunder.

18 59. **Revocation of Settlement by Defendant.** If Class Members representing more than
19 an aggregate total of ten percent (10%) of the verified workweeks opt-out of the Settlement, Defendant
20 shall have the sole and absolute discretion to rescind/void the Settlement Agreement within twenty
21 calendar (20) days after receiving from the Settlement Administrator the final list of opt-outs.
22 Defendant agrees to meet and confer in good faith with Class Counsel before rescinding or voiding
23 the Settlement Agreement. In the event Defendant elects to rescind/void the Settlement Agreement,
24 it shall provide written notice of such rescission to Class Counsel. Such rescission shall have the
25 same effect as a termination of this Settlement Agreement for failure to satisfy a condition of
26 settlement, and the Settlement Agreement shall become null and void and have no further force or
27 effect, and the Settlement Class certified pursuant to this Settlement Agreement will be decertified
28 for all purposes. If Defendant chooses to terminate this Settlement Agreement under this provision,
it shall be responsible for the Settlement Administration Costs incurred to that point.

1 60. **Nullification of Settlement.** In the event: (i) the Court does not enter the Preliminary
2 Approval Order; or (ii) the Court does not grant final approval of the Settlement; or (iii) the Court
3 does not enter the Final Order and Judgment; or (iv) the Settlement does not become final for any
4 other reason, this Settlement shall be rendered null and void, any order or judgment entered by the
5 Court in furtherance of this Settlement shall be treated as void from the beginning and this Settlement
6 and any documents related to it shall not be used by any Class Member or Class Counsel to support
7 any claim or request for class certification in the Action, and shall not be used in any other civil,
8 criminal, or administrative action against Defendant or any of the other Released Parties.
9 Additionally, should the Settlement not become final for any reason, the Parties will request that the
10 Court reopen proceedings within thirty (30) calendar days, and any Settlement Administration Costs
11 already incurred by the Settlement Administrator shall be split evenly among the Parties. If
12 Defendant elects to revoke the Settlement, as specified in Paragraph 59, the Parties and any monies
13 required to be paid under this Settlement shall be returned to their respective statuses as of the date
14 and time immediately prior to the execution of this Settlement, and the Parties shall proceed in all
15 respects as if this Settlement had not been executed, except that any Settlement Administration Costs
16 already incurred by the Settlement Administrator shall be paid to the Settlement Administrator by
17 Defendant. In the event an appeal is filed from the Court's Final Order and Judgment, or any other
18 appellate review is sought, administration of the Settlement shall be stayed pending final resolution
19 of the appeal or other appellate review, and the stay shall only be lifted if the end result of the appeal
20 or other proceeding is that the terms of this settlement agreement are upheld.

21 61. **Plaintiff's Waiver of Right to Be Excluded.** Plaintiff agrees that by signing this
22 Settlement Agreement, he will be bound by the terms herein. Plaintiff further agrees that, upon signing
23 this Settlement Agreement, he will not request to be excluded from this Settlement and that any such
24 request for exclusion by Plaintiff will be void and of no force or effect.

25 62. **Waiver of Certain Appeals.** The Parties agree to waive appeals and to stipulate to
26 class certification for purposes of this Settlement only; and either party may appeal any court order
27 that materially alters the Settlement Agreement's terms. Nothing in this Settlement Agreement shall
28 preclude Plaintiff from appealing from a court order denying or failing to grant in full his requests
for attorneys' fees, costs, and a Class Representative Service Award.

1 63. **No Admission by Defendant.** Defendant denies all claims alleged in this Action and
2 denies all wrongdoing whatsoever by Defendant. Neither this Settlement, nor any of its terms and
3 conditions, nor any of the negotiations connected with it, is a concession or admission, and none shall
4 be used against Defendant as an admission or indication with respect to any claim of any fault,
5 concession, or omission by Defendant or that class certification is proper under the standard applied to
6 contested certification motions. The Parties stipulate and agree to the certification of the proposed
7 class for settlement purposes only. The Parties further agree that this Settlement will not be admissible
8 in this or any other proceeding as evidence that either (i) a class action should be certified or (ii)
9 Defendant is liable to Plaintiff or any Class Member, other than according to the terms of this
10 Settlement.

11 64. **Publicity.**

12 a. Class Representative and Class Counsel will not make any public disclosures of any
13 kind regarding the Settlement, this Settlement, including but not limited to postings on Class
14 Counsel's websites and postings on any social media sites/outlets, until after the Motion for
15 Preliminary Approval is filed. Even after submitting the Settlement for court approval (preliminary
16 and/or final), Plaintiff and Class Counsel agree they will not issue or cause to be issued any press
17 release or communication to any third party and will not otherwise communicate to any media or
18 media representative, including but not limited to, the electronic, print, or digital media or any social
19 networking site, information regarding the Action, the claims asserted therein, the Settlement, or
20 amount of money paid to resolve the Action. If contacted by the press or other forms of media,
21 including but limited to, any blogs or other social media websites, Plaintiff will state the matter has
22 been resolved to the satisfaction of all parties. If contacted by the press or other forms of media,
23 including but limited to, any blogs or other social media websites, Class Counsel may respond by
24 providing facts about the Settlement that are in publicly-available documents. If contacted by the
25 press or other forms of media, including but not limited to, any blogs or other social media websites,
26 Defendant shall not disparage Plaintiff or Class Counsel; similarly, if contacted by the press or other
27 forms of media, including but not limited to, any blogs or other social media websites, Plaintiff and
28 Class Counsel shall not disparage Defendant. Plaintiff and Class Counsel will, nevertheless,
undertake any and all submissions to the LWDA that are required by the PAGA statute in connection
with obtaining approval of the PAGA Settlement.

1 b. Class Counsel will take all steps necessary to ensure the Class Representative is aware
2 of, and will encourage him to adhere to, the restriction against any public disclosures set forth herein.
3 Further, Class Counsel will not include, reference, or use the Settlement for any marketing or
4 promotional purposes, or for attempting to influence business relationships at Jones Lang LaSalle
5 Americas, Inc., either before or after the Motion for Preliminary Approval is filed.

6 65. **Waiver.** No waiver of any condition or covenant contained in this Settlement
7 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to
8 imply or constitute a further waiver by such party of the same or any other condition, covenant, right,
9 or remedy.

10 66. **Judgment and Continued Jurisdiction.** Upon final approval of the Settlement by
11 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
12 Judgment to the Court for its approval, pursuant to Rule 3.770 of the California Rules of Court. After
13 entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing:
14 (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement administration
15 matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth
16 in this Agreement.

17 67. **Exhibits and Headings.** The terms of this Settlement include the terms set forth in any
18 attached Exhibits, which are incorporated by this reference as though fully set forth herein. The
19 Exhibits to this Settlement are an integral part of the Settlement. The descriptive headings of any
20 paragraphs or sections of this Settlement are inserted for convenience of reference only.

21 68. **Amendment or Modification.** This Settlement may be amended or modified only
22 by a written instrument signed by counsel for all Parties or their successors-in-interest, or by court
23 order.

24 69. **Entire Agreement.** This Settlement and the separate Individual Settlement
25 Agreement and Release constitute the entire agreement between the Parties, and no oral or written
26 representations, warranties, or inducements have been made to Plaintiff or Defendant.

27 70. **Authorization to Enter Into Settlement Agreement.** Class Counsel and Defense
28 Counsel warrant and represent they are expressly authorized by the Parties whom they represent to
negotiate this Settlement and to take all appropriate actions required or permitted to be taken by such

1 Parties pursuant to this Settlement to effectuate its terms, and to execute any other documents required
2 to effectuate the terms of this Settlement. The Parties, Class Counsel, and Defense Counsel shall
3 cooperate with each other and use their best efforts to affect the implementation of the Settlement. In
4 the event the Parties are unable to reach agreement on the form or content of any document needed to
5 implement the Settlement, or on any supplemental provisions that may become necessary to effectuate
6 the terms of this Settlement, the Parties may seek the assistance of the mediator and/or Court to resolve
7 such disagreement. The person signing this Settlement on behalf of Defendant represents and warrants
8 that he or she is authorized to sign this Settlement on behalf of Defendant. Plaintiff represents and
9 warrants that he is authorized to sign this Settlement and that he has not assigned any claim, or part of
10 a claim, covered by this Settlement of Settlement to a third party. Because the Class Members are so
11 numerous, Parties agree it is impossible or impractical to have each Class Member sign this
12 Settlement. This Settlement may be executed on behalf of the Class by Class Counsel and Plaintiff.
13 The Parties have cooperated in the drafting and preparation of this Settlement. Hence, in any
14 construction made of this Settlement, the same shall not be construed against any of the Parties. The
15 normal rule of construction that ambiguities shall be resolved against the drafter shall not applied in
16 the interpretation of this Agreement.

17 71. **Binding on Successors and Assigns.** This Settlement shall be binding upon, and
18 inure to the benefit of, the successors and assigns of the Parties.

19 72. **California Law Governs.** All terms of this Settlement and the Exhibits hereto shall
20 be governed by and interpreted according to the laws of the State of California.

21 73. **Counterparts.** This Settlement may be executed in one or more counterparts. All
22 executed counterparts and each of them shall be deemed to be one and the same instrument. Facsimile
23 or PDF copies of any such signed counterparts may be used in lieu of the original for any purpose.
24 Pursuant to California Civil Code section 1633.7, Parties agree they may use DocuSign or similar
25 electronic signature technology to expedite the execution of this Settlement Agreement.

26 74. **This Settlement is Fair, Adequate, and Reasonable.** Plaintiff represents that this
27 Settlement is a fair, adequate, and reasonable settlement of the Action and that he has arrived at this
28 Settlement after extensive arm's-length negotiations, taking into account all relevant factors, present
and potential.

77. **Binding Nature of Notice of Class Action Settlement.** It is agreed that, because the Class Members are so numerous, it is impossible or impractical to have each Class Member execute the Settlement. The Settlement Notice shall advise all Class Members of the binding nature of the Settlement, and the release of the Released Claims and PAGA Released Claims, and shall have the same force and effect as if this Settlement were executed by each Participating Class Member and PAGA Member.

[Continue to Next Page]

1 IN WITNESS WHEREOF, the Parties, with the benefit of representation and advice of
2 counsel, hereto knowingly and voluntarily execute this Joint Stipulation of Class Action and PAGA
3 Settlement and Release, as of the date(s) set forth below:
4

5
6 DATED: 2/2/2022

DocuSigned by:

Jose Juan Cabalo

5418C86950024FC
Plaintiff Jose Cabalo

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8
9 JONES LANG LASALLE AMERICAS, INC.

10 DATED: 1/26/2022

[Signature]

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12 Peter C Kim Senior Director Employee & Litig
13 Please Print Name and Title of Authorized Signatory
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1 APPROVED AS TO FORM

2 DIVERSITY LAW GROUP, P.C.
3 POLARIS LAW GROUP LLP

4 DATED: February 8, 2021



5 Larry W. Lee, Esq.
6 Mai Tulyathan, Esq.
7 William L. Marder
8 Attorneys for Plaintiff Jose Cabalo

9
10 DATED: Jan. 27, 2022

11 OGLETREE, DEAKINS, NASH, SMOAK &
12 STEWART, P.C.

13 By:



14 Spencer C. Skeen
15 Marlene M. Moffitt

16 Attorneys for Defendant JONES LANG
17 LASALLE AMERICAS, INC.