

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 FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND JUDGMENT**

Date: March 17, 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 This matter is now before the Court on Plaintiff’s Motion for Final Approval of Class
7 Action Settlement. The Court has read, heard, and considered all the pleadings and documents
8 submitted, and the presentations made in connection with the Motion which came on for hearing
9 on March 17, 2023.

10 **I. BACKGROUND**

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

19 **A. Class Members**

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

25 **B. Operation of the Settlement**

26 Pursuant to the Preliminary Approval Order dated October 4, 2022, this Court
27 conditionally certified the Class and granted preliminary approval to the Settlement. The
28 Preliminary Approval Order also approved of the proposed forms of notice and notice plan. The

1 Court entered the Preliminary Approval Order after review and consideration of all of the
2 pleadings filed in connection herewith and the oral presentations made by counsel at the hearing.

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

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

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

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

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

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

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

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

27 3. The Court finds that the dissemination of the Notice of Class Action and PAGA
28 Settlement and Release as disseminated to the Class Members, constituted the best notice

1 practicable under the circumstances to all persons within the definition of the Class, and fully
2 met the requirements of California law and due process under the United States Constitution.

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

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

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

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

24 8. Defendant shall fund \$950,000.00 of the total Maximum Settlement Amount
25 pursuant to the terms of the Settlement Agreement.

26 9. The Court approves the PAGA Payment of \$100,000 and approves the Individual
27 Class Payment and Individual PAGA Payment amounts, which shall be distributed pursuant to
28 the terms of the Settlement Agreement.

1 10. Defendant shall pay (a) to Class Counsel attorneys' fees in the amount of
2 \$316,666.67 and reimbursement of costs in the amount of \$10,318.75; (b) Class Representative
3 Service Award to the Jose Cabalo in the amount of \$10,000.00; (c) the sum of \$75,000.000 to be
4 paid to the Labor and Workforce Development Agency pursuant to the PAGA; and (d) \$5,450.00
5 to the Settlement Administrator, Phoenix Settlement Administrators, for the costs relating to the
6 settlement administration process in this matter. The Court finds that these amounts are fair and
7 reasonable. Defendant is directed to make such payments from the Maximum Settlement
8 Amount and in accordance with the terms of the Settlement Agreement.

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

14 IT IS SO ORDERED AND ADJUDGED.

15
16 DATED: _____

HON. RONALD F. FRAZIER
SUPERIOR COURT OF CALIFORNIA