

PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 ET SEQ.)
SETTLEMENT AGREEMENT

Wendy Hill, et al. v. Jones Lang LaSalle Americas, Inc.
San Diego County Superior Court
Case Number 37-2021-00003122-CU-OE-CTL

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the settlement of this action shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or elsewhere herein.

This Agreement ("Agreement" or "Settlement") is made by and between Defendant Jones Lang LaSalle Americas, Inc. ("Defendant"), on one hand, and Plaintiffs Wendy Hill, Jennifer Salazar, and Antionette Cloney ("Plaintiff Hill," "Plaintiff Salazar," and "Plaintiff Cloney," respectively) (collectively, "Plaintiffs"), on behalf of themselves, the Aggrieved Employees (defined below), and the State of California, on the other hand (collectively with Defendant and Plaintiffs, the "Parties.")

The Parties agree that all representative claims under the California Labor Code Private Attorneys General Act, Labor Code §§ 2698 et seq. ("PAGA") asserted in *Wendy Hill, et al. v. Jones Lang LaSalle Americas, Inc.*, San Diego County Superior Court, case number 37-2021-00003122-CU-OE-CTL (the "Action") and Plaintiffs' letter to the California Labor & Workforce Development Agency ("LWDA") dated January 22, 2021, ("PAGA Letter," and with the Action, the "Claims"), shall be, and hereby are, ended, settled, resolved, and concluded by agreement of Defendant to pay the sum of up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) for settlement of the Claims on the terms outlined herein, subject to court approval, which sum shall be inclusive of Plaintiffs' attorneys' fees and costs, settlement administration fees, and payments to the State of California. Plaintiffs, and the Aggrieved Employees for penalties under PAGA. The Parties further agree this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission of liability.

Article I.

Definitions.

Section 1.01 **Definitions.**

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- (a) "Aggrieved Employees" means all individuals who worked for Defendant as an exempt employee in an accounting position in California at any time during the Release Period. Aggrieved Employees includes Plaintiffs.
- (b) "Court" means the Superior Court for the State of California, County of San Diego.

- (c) "Defense Counsel" or "Counsel for Defendant" is:

Spencer C. Skeen, Esq.
Marlene M. Moffitt, Esq.
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
4370 La Jolla Village Drive, Suite 990
La Jolla, California 92122

- (d) "Effective Date" means the date the Court enters an order and judgment approving and incorporating by reference the terms and conditions of this Agreement.

- (e) "Plaintiffs' Counsel" is:

Stephen B. Morris, Esq.
LAW OFFICES OF STEPHEN B. MORRIS
2305 Historic Decatur Road
San Diego, California 92016

and

Peggy J. Reali, Esq.
REALI LAW, A.P.C.
1804 Garnet Avenue, Suite 475
San Diego, California 92019

- (f) "Release Period" means the time period of January 22, 2020 through and including the Effective Date.

Article II.

Background.

Section 2.01 Background.

- (a) Plaintiff Hill is currently employed by Defendant as an exempt employee and has been since 2018; Plaintiff Salazar was employed by Defendant as an exempt employee from 2018 to 2020; and Plaintiff Cloney was employed by Defendant as an exempt employee from 2018 to 2021.
- (b) On or around January 22, 2021, Plaintiffs submitted a letter to the LWDA to exhaust their administrative remedies under PAGA, as required by Labor Code section 2699.3 (the "PAGA Letter"). The letter alleged Defendant violated various wage-and-hour laws under the California Labor Code.

- (c) On January 25, 2021, Plaintiffs initiated the Action against Defendant. The operative complaint is the First Amended Complaint ("Complaint") which alleges, among other things, that Defendant: failed to pay overtime wages; failed to provide legally-compliant meal and rest periods or premium compensation in lieu thereof; failed to maintain accurate and sufficient time records; failed to provide legally-compliant wage statements; failed to timely pay all wages due at separation of employment; failed to reimburse business expenses; and engaged in unfair competition. The Action seeks relief in the form of a declaratory judgment, injunctive relief, unpaid wages, unpaid premiums, general and special damages, actual, consequential, and incidental losses and damages, statutory penalties, attorneys' fees and costs, and interest. It also seeks civil penalties pursuant to PAGA.
- (d) Defendant denies and disputes all of the allegations in the Complaint, and PAGA Letter and denies it has committed or is liable for any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind. Defendant further denies that any of its current and former employees is an "aggrieved employee" or that Defendant is liable to Plaintiffs or any other current or former employees as alleged in the Complaint and PAGA Letter. Defendant contends that, at all times and in good faith, it properly complied with applicable law. Defendant has vigorously defended against the claims in the Complaint and the PAGA Letter and, but for this Settlement, would continue to do so.
- (e) On October 11, 2021, the Parties participated in a full-day mediation with mediator the Hon. Ronald Prager (ret.), an experienced and highly respected PAGA and wage-and-hour mediator. The Parties settled the Claims at mediation.
- (f) The Parties reached this Settlement after conducting extensive investigation of the Claims. This investigation including formal and informal discovery, including the production of over 1,000 pages of documents, including but not limited to Defendant's corporate practices and policies, wage statements, expense reports, time and pay records, Plaintiffs' employment records, reimbursement requests, and emails. The Parties believe and agree this Settlement Agreement provides for a fair, adequate, and reasonable resolution of the Claims and have arrived at the Settlement after extensive, arms-length negotiations in a full-day private mediation, taking into account all relevant factors, present and potential.
- (g) The Parties and their counsel recognize the expense and length of continued proceedings necessary to litigate the disputes through trial and through any possible appeals. The Parties have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. The Parties and their counsel are aware of the burdens of proof necessary to establish liability for the claims alleged, and the affirmative and other defenses asserted. Thus, reaching this Settlement now has the potential for having a higher value today than it might have later if the litigation were to continue. Based on the foregoing, Plaintiffs have determined that the Settlement is fair and

promotes PAGA's objectives. The Settlement is non-reversionary and non-claims-made.

- (h) Labor Code section 2699(l)(2) provides that "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to this part." Accordingly, the Parties will seek an order from the Court approving this Agreement pursuant to California Labor Code section 2699(l)(2) and entering judgment incorporating by reference the terms and conditions of this Agreement.

Article III.

Approval and Implementation of Settlement.

Section 3.01 Contingency

The Settlement is contingent upon entry of an order and judgment approving and incorporating by reference the terms and conditions of this Agreement, unless otherwise stated herein. Any disputes will be submitted to mediator the Hon. Ronald Prager (ret.)

Section 3.02 Cooperation.

The Parties will cooperate in obtaining, through a stipulation and order, or an unopposed motion if required, an order from the Court approving this Agreement at the earliest possible date. Concurrently with the submission of the Agreement to the Court, Plaintiffs' counsel shall submit a copy of the Agreement to the LWDA as required by PAGA. The Parties agree to use their best efforts to expedite the preparation and submission of the settlement documents for court approval. The Parties further agree to cooperate in the drafting and/or filing of any further documents or filings reasonably necessary for court approval.

The Court's approval of this Agreement shall be embodied in a written order and judgment, which shall be transmitted to the LWDA promptly upon entry, as required by PAGA.

Section 3.03 Dismissal

Plaintiffs will dismiss their individual claims with prejudice and PAGA claims without prejudice.

Section 3.04 Settlement Payment Procedures.

(a) Payment of Gross Settlement Amount and Notice to Aggrieved Employees.

- (1) Defendant agrees to pay a total amount of up to Twenty Five Thousand Dollars and Zero Cents (\$25,000.00) to settle the Claims ("Gross Settlement Amount"). The Gross Settlement Amount is all-inclusive, meaning it shall be used to pay the following sums, as approved by the court: (i) Plaintiffs' counsel's attorney fees in a total amount not to exceed 33.3% of the Gross Settlement Amount (projected to be up to \$8,333.33); (ii)

settlement administration fees in an amount estimated to be \$6,000.00; and (iv) payment for penalties under PAGA to Plaintiffs, the Aggrieved Employees, and LWDA.

- (2) This Agreement contemplates a separate, additional settlement agreement for Plaintiffs' individual claims ("Individual Settlement Agreement"). If the court requires an additional amount to secure court approval of this PAGA settlement, Defendant shall not be required to contribute any additional amount. Any additional amount required to secure PAGA settlement approval shall be deducted from the amounts set forth in the Individual Settlement Agreement.
- (3) The Parties agree that there are no circumstances that would require Defendant to pay any amount greater than the Gross Settlement Amount in connection with this Agreement. In the event this Agreement is canceled, rescinded, terminated, voided or nullified, however that may occur as permitted herein, or the settlement is barred by operation of law, invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendant shall have no obligation to pay any of the Gross Settlement Amount and the Parties' respective positions shall be restored to their respective positions prior to mediation. Further, in that event, nothing in this Agreement, the negotiations leading to this settlement, nor any papers prepared in connection with this Agreement shall be admissible in any proceeding for any purpose whatsoever.
- (4) The "Net Settlement Amount" shall be calculated by deducting from the Gross Settlement Amount the following: (i) up to 33.3% of the Gross Settlement Amount for the payment of Plaintiffs' Counsel's fees (projected to be up to \$8,333.33); and (ii) up to \$6,000.00 for settlement administration costs, as approved by the court. The Net Settlement Amount is estimated to be \$10,666.67.
- (5) Seventy-five percent (75%) of the Net Settlement Amount, or approximately \$8,000.00, shall be distributed to the LWDA, and the remaining twenty-five percent (25%) of the Net Settlement Amount, or approximately \$2,666.67, shall be distributed to the Aggrieved Employees. This is a non-reversionary settlement. Any amount not approved by the Court for Plaintiffs' Counsel's fees or costs and/or settlement administration costs shall be added to the Net Settlement Amount for distribution as provided for herein and shall not render this Agreement void or voidable.
- (6) Payments to Aggrieved Employees. The twenty-five percent (25%) of the Net Settlement Amount to be distributed to the Aggrieved Employees will be divided by the total number of pay periods worked by all of them in California during the Release Period to yield the Pay Period Value. Each Aggrieved Employee will be paid an amount equal to their individual number of pay periods worked in California during the Release Period multiplied by the Pay Period Value.
- (7) Upon the later of thirty (30) calendar days after the Effective Date or fourteen (14) calendar days of the Settlement Administrator establishing a Qualified Settlement Fund ("QSF") pursuant to this Agreement, Defendant shall pay the entire Gross Settlement Amount to the Settlement Administrator. The Settlement Administrator will provide to

Defendant's attorneys a W-9 form for the Qualified Settlement Fund prior to its funding of the Gross Settlement Amount.

- (8) The Settlement Administrator shall disburse the Gross Settlement Amount to: (a) Aggrieved Employees; (b) the LWDA; (c) Plaintiffs; (d) Plaintiffs' Counsel; and (e) itself, no later than fifteen (15) business days after Defendant's deposit of the Gross Settlement Amount. The Settlement Administrator shall transmit the Notice of PAGA Settlement (in substantially the same form as **Exhibit "A"** attached hereto), together with settlement checks containing their individual settlement amounts, with no claims process required, to all Aggrieved Employees by first-class United States mail, postage prepaid, to the last known address of each recipient with directions to the Postmaster to forward the Notice of PAGA Settlement and return all undeliverable Notices. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address or Social Security number of the Aggrieved Employee involved, and will then perform a single re-mailing. Checks will remain negotiable for 180 days after their issuance. After the 180 day-period, the Settlement Administrator shall remit any unclaimed funds to the California Department of Industrial Relations Unclaimed Property Division, to be held in the name of, and for the benefit of, each such Aggrieved Employee, unless otherwise directed by the court.
- (9) All settlement payments to Aggrieved Employees will be treated as miscellaneous income for which an IRS Form 1099 will be issued and no withholdings will be made.

Section 3.05 Court Approval

Defendant shall have no obligation to pay the Gross Settlement Amount unless and until the court approves the Settlement.

Section 3.06 Settlement Administration Costs.

The Parties have agreed to retain CPT Group as the third-party settlement administrator ("Settlement Administrator"). The Settlement Administrator will be responsible for establishing a Qualified Settlement Fund ("QSF") and issuing notices, payments and appropriate tax forms to Aggrieved Employees, the LWDA, Plaintiffs, Plaintiffs' Counsel, and Defendant, pursuant to this Settlement and as approved by the Court. Settlement Administration Costs shall include all costs of administering the settlement, including, but not limited to, all tax document preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees associated with preparing, issuing and mailing any and all notices and other correspondence to Aggrieved Employees; all costs and fees associated with communicating with Aggrieved Employees, Plaintiffs' Counsel, and Defendant's Counsel; all costs and fees associated with computing, processing, reviewing, and paying payments to Aggrieved Employees; costs and fees associated with preparing any tax returns and any other filings required by any governmental

taxing authority or agency; and any other cost and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under this Agreement. The Settlement Administration Costs shall be paid from the Gross Settlement Amount. Settlement Administration Costs are estimated to be Six Thousand Dollars and Zero Cents (\$6,000.00).

Article IV.

Limitations On Use Of This Settlement.

Section 4.01 No Admission.

This Agreement and compliance with this Agreement shall not be construed as an admission by Defendant of any liability whatsoever, or as an admission by Defendant of any violations of Plaintiffs' or Aggrieved Employees' rights, violation of any order, law, statute, duty or contract whatsoever. Defendant specifically disclaims any liability to Plaintiffs or any other allegedly aggrieved employee for any alleged violation of his/her rights, or for any alleged violation of any order, law, statute, duty or contract. Defendant further denies that, for any purpose other than settling these matters, that this action is appropriate for representative treatment.

Section 4.02 Non-Evidentiary Use.

This Agreement is admissible for purposes of obtaining court approval of the settlement and is intended to be binding on the Parties. It is also admissible in the event either Party is required to file a motion to enforce any of the terms of the Agreement. Neither this Agreement, nor any of its terms, nor any of the negotiations connected with it or proceedings relating to this Agreement, payouts or anything else associated with it, shall be offered or used as evidence by any of the Parties, or their respective counsel, in the Action or in any other action or proceeding, including to establish any liability or admission on the part of Defendant or any Released Parties or to establish the existence of any condition constituting a violation of, or noncompliance with, federal, state, local or other applicable law; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it or proceedings relating to this Agreement, payouts or other events associated with it, shall be construed as an admission or concession by Defendant or any Released Parties or establishment of any such violation(s) or failure(s) to comply with any applicable law. Defendant specifically retains the right to defend, on the merits, against any non-settled claims brought by any Aggrieved Employees.

Section 4.03 Nullification.

In the event (i) the Court does not approve this Agreement, or (ii) the Court's order and judgment approving and incorporating this Agreement does not become final, then this Agreement, and any documents generated to bring it into effect, will be null and void in their entirety and the Parties will return to their original respective positions, unless otherwise agreed upon in writing between the Parties.

Article V.

Release and Waiver of Claims.

Section 5.01 Limited Release By LWDA, Plaintiffs, and Aggrieved Employees.

Upon the Effective Date, the LWDA and Plaintiffs, on behalf of themselves, their heirs, executors, and assigns, and the Aggrieved Employees, shall be deemed to have fully, finally, and forever released, relinquished, and discharged Defendant, and each of its present and former affiliates, parent companies, insurers, brands, concepts, subsidiaries, successors, and assigns, and any individual or entity that could be jointly liable with Defendant (collectively, "Released Parties") from any and all claims, rights, demands, liabilities, primary rights, and causes of action of every nature and description, under PAGA, which were or could have been asserted in the Action and/or the PAGA Letter based on the facts pled therein, including without limitation claims for failure to pay overtime wages; failure to provide legally-compliant meal and rest periods or premium compensation in lieu thereof; failure to maintain accurate and sufficient time records; failure to provide legally-compliant wage statements; failure to timely pay all wages due at separation of employment; failure to reimburse business expenses; and unfair competition and business practices ("Released Claims"), and that accrued during the Release Period.

There is no ability for Aggrieved Employees to opt-out and all Aggrieved Employees will be bound by the terms of the Settlement, including this release, upon court approval of the Settlement.

Miscellaneous Provisions.

Section 6.01 Affidavit by Plaintiff Hill

Plaintiff Hill will sign an affidavit confirming that she has been performing exempt job duties for the majority of every workweek and will continue to do so. If at any time Plaintiff Hill believes she is not performing her job in an exempt capacity, she will immediately notify Defendant. Defendant reserves all rights and remedies regarding how it may respond to and remedy such a situation.

Section 6.02 Voluntariness And Consultation With Counsel.

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity. The Parties, and each of them, acknowledge that they have had the opportunity to consult with legal counsel of their choice prior to execution and delivery of this Agreement, and they have in fact done so. The Parties represent that they have entered into this agreement knowingly and voluntarily, after consulting with their attorneys, with a full understanding of its terms.

Section 6.03 Amendments.

The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by the Plaintiffs, Plaintiffs' Counsel, Defendant and Defendant's

Counsel, and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

Section 6.04 Assignment.

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, Plaintiffs' Counsel, or Defendant's Counsel without the express written consent of each other Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person. Plaintiffs expressly warrant that they have not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 6.05 Governing Law.

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California.

Section 6.06 Entire Agreement.

This Agreement, the Individual Settlement Agreement, and declaration of Plaintiff Hill referenced in Section 5.01 contain the entire understanding of the Parties with respect to resolution of the matters in the Action and PAGA Letter.

Section 6.07 Waiver of Compliance.

Any failure of any Party, Defendant's Counsel, and/or Plaintiffs' Counsel hereto to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 6.08 Counterparts.

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Facsimile, pdf, or electronic copies of signatures of any Party hereto, including by DocuSign, are permitted to the extent allowed under California Code of Civil Procedure section 1633.1 *et seq.* and shall be deemed to be an original signature for all purposes.

Section 6.09 Attorneys' Fees and Costs.

With respect to this Agreement, neither Plaintiffs' Counsel nor any other attorneys acting for, or purporting to act for the Aggrieved Employees, or Plaintiffs may recover or seek to recover any amounts for fees, costs, or disbursements from the Released Parties or the Gross Settlement Amount except as expressly provided herein.

Section 6.10 Dispute(s).

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, but excluding any dispute related to non-payment or late payment of the Gross Settlement Amount, the Parties agree to submit any such dispute(s) first to mediation and/or continued negotiations before mediator the Hon. Ronald Prager (ret.), and then, if unsuccessful, to the San Diego County Superior Court. To the extent any Party seeks to enforce any of the terms of this Agreement in Court or before the Court, the prevailing party shall be entitled to recover her/its/their reasonable attorneys' fees and costs. As used in this section, the term "prevailing party" means the party to a lawsuit, arbitration, or other similar proceeding who successfully prosecutes the proceeding or successfully defends against it.

Section 6.11 Binding.

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective subsidiaries, affiliates, parent companies, related entities, employees, agents, attorneys, successors, assigns, legatees, heirs, and personal representatives.

Section 6.12 Court's Retention of Jurisdiction.

The Court shall retain jurisdiction, pursuant to Code of Civil Procedure section 664.6 and otherwise as permitted by law, to enforce this Settlement.

Section 6.13 Authority.

Each Party to this Agreement expressly represents and warrants to have the authority necessary to execute this Agreement. Each person signing this Agreement on behalf of a corporation represents that he or she has the authority to agree to the terms hereof and execute this Agreement on behalf of said entity in accordance with the bylaws of such entity and that his or her signature will bind the entity to the terms of this Agreement.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date set forth.

APPROVED AND ACCEPTED

Dated: _____, 2021

JONES LANG LASALLE AMERICAS, INC.

By _____

Its _____

Dated: 10/10/21, 2021

By Wendy Hill
WENDY HILL

Dated: _____, 2021

By _____

JENNIFER SALAZAR

Dated: _____, 2021

By _____

ANTIONETTE CLONEY

APPROVED AS TO FORM ONLY

Dated: _____, 2021

LAW OFFICES OF STEPHEN B. MORRIS

By _____

Stephen B. Morris, Esq.
Attorney for Plaintiffs

Dated: _____, 2021

REALILAW, A.P.C.

By _____

Peggy J. Reali, Esq.
Attorney for Plaintiffs

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys
General Act Settlement Agreement on the date set forth.

APPROVED AND ACCEPTED.

Dated: _____, 2021

JONES LANG LASALLE AMERICAS, INC.

By _____
Its _____

Dated: _____, 2021

By _____
WENDY HILL

Dated: Nov. 11, 2021

By Jennifer Salazar
JENNIFER SALAZAR

Dated: _____, 2021

By _____
ANTIONETTE CLONEY

APPROVED AS TO FORM ONLY

Dated: 11/11, 2021

LAW OFFICES OF STEPHEN B. MORRIS

By S. Morris
Stephen B. Morris, Esq.
Attorney for Plaintiffs

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date set forth.

APPROVED AND ACCEPTED.

Dated: _____, 2021

JONES LANG LASALLE AMERICAS, INC.

By _____
Its _____

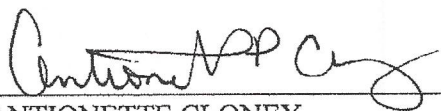
Dated: _____, 2021

By _____
WENDY HILL

Dated: _____, 2021

By _____
JENNIFER SALAZAR

Dated: Nov 10, 2021

By 
ANTIONETTE CLONEY

APPROVED AS TO FORM ONLY

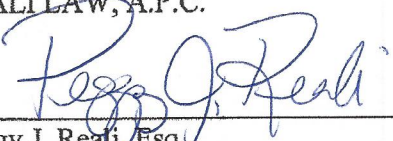
Dated: _____, 2021

LAW OFFICES OF STEPHEN B. MORRIS

By _____
Stephen B. Morris, Esq.
Attorney for Plaintiffs

Dated: 11/22, 2021

REALI LAW, A.P.C.

By 
Peggy J. Reali, Esq.
Attorney for Plaintiffs

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date set forth.

APPROVED AND ACCEPTED.

Dated: _____, 2021

JONES LANG LASALLE AMERICAS, INC.

By _____
Its _____

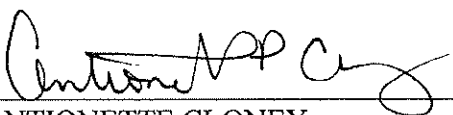
Dated: _____, 2021

By _____
WENDY HILL

Dated: _____, 2021

By _____
JENNIFER SALAZAR

Dated: Nov 10, 2021

By  _____
ANTIONETTE CLONEY

APPROVED AS TO FORM ONLY

Dated: _____, 2021

LAW OFFICES OF STEPHEN B. MORRIS

By _____
Stephen B. Morris, Esq.
Attorney for Plaintiffs

Dated: _____, 2021

REALI LAW, A.P.C.

By _____
Peggy J. Real, Esq.
Attorney for Plaintiffs

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys
General Act Settlement Agreement on the date set forth.

APPROVED AND ACCEPTED.

Dated: 11/19, 2021

JONES LANG LASALLE AMERICAS, INC.

By [Signature]
Its CFO

Dated: _____, 2021

By _____
WENDY HILL

Dated: Nov. 11, 2021

By [Signature]
JENNIFER SALAZAR

Dated: _____, 2021

By _____
ANTIONETTE CLONEY

APPROVED AS TO FORM ONLY

Dated: 11/11, 2021

LAW OFFICES OF STEPHEN B. MORRIS

By [Signature]
Stephen B. Morris, Esq.
Attorney for Plaintiffs

Dated: Nov 11, 2021

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

By _____

Spencer C. Skeen, Esq.
Marlene M. Moffitt, Esq.
Attorneys for Defendant

EXHIBIT A

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

WENDY HILL, JENNIFER SALAZAR,
and ANTIONETTE CLONEY, on behalf
of themselves and all “aggrieved
employees” pursuant to Labor Code § 2698
et seq.,

Plaintiffs,

v.

JONES LANG LASALLE AMERICAS,
INC., and DOES 1 through 25, inclusive,

Defendants.

Case No. 37-2021-00003122-CU-OE-CTL

**NOTICE OF SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT CLAIM
(CAL. LABOR CODE § 2698 *ET SEQ.*)**

You have been identified as an exempt employee of Jones Lang LaSalle Americas, Inc. (“Defendant”) who was employed in California in an accounting position at some time between January 22, 2020 and [RELEASE PERIOD END DATE] (“Aggrieved Employee”).

On January 22, 2021, Plaintiffs Wendy Hill, Jennifer Salazar, and Antionette Cloney (“Plaintiffs”) submitted a letter (“PAGA Letter”) to the California Labor and Workforce Development Agency (“LWDA”) to exhaust their administrative remedies to assert claims under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”). On January 25, 2021, Plaintiffs commenced a lawsuit in San Diego County Superior Court, designated case number 37-2020-00003122-CU-OE-CTL (the “Action,” and with the PAGA Letter, the “Claims”). The operative complaint is the First Amended Complaint. Plaintiffs allege Defendant misclassified them as exempt employees. Plaintiffs allege Defendant should have classified them as non-exempt employees entitled to overtime and meal and rest periods, among other things, under California law. The Claims include allegations Defendant failed to pay overtime wages; failed to provide legally-compliant meal periods or premium compensation in lieu thereof; failed to provide legally-compliant rest periods or premium compensation in lieu thereof; failed to maintain accurate and sufficient time and pay records; failed to provide legally-compliant wage statements; failed to timely pay all wages due at separation of employment; failed to reimburse business expenses; and engaged in unfair competition and business practices.

Defendant denies Plaintiffs’ allegations and disputes all of Plaintiffs’ claims. The Action was litigated extensively. Following an investigation and full-day mediation before a third-party mediator, the Parties reached a settlement (“Settlement”) that takes into account the uncertainties and risks of proceeding with litigation.

The Court approved the Settlement on [DATE OF APPROVAL] and has determined that the Settlement is fair, reasonable, and adequate. A portion of the Settlement is being paid to the government and a portion is being to each Aggrieved Employee. Aggrieved Employees, including you, are receiving a portion of the Settlement based on the number of pay periods actually worked for Defendant in California from January 22, 2020 to [RELEASE PERIOD END DATE] (the "Release Period").

The court-approved Settlement contains the following release of claims, to which you are bound:

Upon the Effective Date, the LWDA and Plaintiffs, on behalf of themselves, their heirs, executors, and assigns, and the Aggrieved Employees, shall be deemed to have fully, finally, and forever released, relinquished, and discharged Defendant, and each of its present and former affiliates, parent companies, insurers, brands, concepts, subsidiaries, successors, and assigns, and any individual or entity that could be jointly liable with Defendant (collectively, "Released Parties") from any and all claims, rights, demands, liabilities, primary rights, and causes of action of every nature and description, under PAGA, which were or could have been asserted in the Action and/or the PAGA Letter based on the facts pled therein, including without limitation claims for failure to pay overtime wages; failure to provide legally-compliant meal and rest periods or premium compensation in lieu thereof; failure to maintain accurate and sufficient time records; failure to provide legally-compliant wage statements; failure to timely pay all wages due at separation of employment; failure to reimburse business expenses; and unfair competition and business practices ("Released Claims"), and that accrued during the Release Period.

The payment that accompanies this notice is made to you pursuant to the terms of the Settlement. You will not be retaliated against for cashing the check. It is entirely up to you whether you cash your check or not. Checks that are not cashed within 180 days of issuance will be transmitted to the California Department of Industrial Relation's Unclaimed Property Division, to be held on your behalf. Regardless of what you do with the check, by law and Court order, you are bound by the release described above.

Your payment under the Settlement is considered penalties and will be reported to the IRS and state tax authorities. You will receive an IRS Form 1099 pertaining to your payment if required by law. You are responsible for payment of any and all taxes that are due as a result of this payment.

Do not call or write the Court or Office of the Clerk to ask questions about the Settlement.

If you have any questions, you may call or write the Settlement Administrator, at the following number or address: [insert address and telephone number for Settlement Administrator].