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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

TENAYA JACKSON, individually, and
on behalf of other aggrieved employees
pursuant to the California Private
Attorneys General Act;

Plaintiff,

vs.

CBRE, INC. a Delaware corporation;
CBRE GROUP, INC., a Delaware
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 21TRCV00543

Honorable Ronald F. Frank
Department 8

**DECLARATION OF TARA ZABEHI IN
SUPPORT OF PLAINTIFF'S MOTION FOR
APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT (CAL. LABOR CODE § 2698,
ET SEQ.) SETTLEMENT AGREEMENT AND
AWARD OF ATTORNEYS' FEES AND COSTS,
ENHANCEMENT PAYMENT, AND PAGA
SETTLEMENT ADMINISTRATION COSTS**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act (Cal. Labor Code §
2698, *Et Seq.*) Settlement Agreement and Award of
Attorneys' Fees and Costs, Enhancement payment,
and Settlement Administration Costs; Declaration
of Plaintiff (Tenaya Jackson); and [Proposed] Order
and Judgment filed concurrently herewith]

Date: November 5, 2024
Time: 9:00 a.m.
Department: 8

Complaint Filed: July 26, 2021
Trial Date: None Set

DECLARATION OF TARA ZABEHI

I, Tara Zabehe, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Tenaya Jackson (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

2. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment representatives and class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in dozens of employment-related putative class actions and representative actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

3. Edwin Aiwarzian is a Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial

Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. For over a decade, through his work at Lawyers *for* Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions. While employed by Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in some cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by contested motion practice in approximately fifteen (15) cases in the last decade and litigated over 1,000 class action or representative action cases.

4. Arby Aiwazian is a Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles

County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). Under his supervision, dozens of class action or representative cases have resulted in settlements that have been granted court approval, including and not limited to, those listed in paragraph 7 herein. He has handled over one hundred and fifty (150) mediations and worked on over two hundred and fifty (250) class action or representative action cases which have resulted in settlement.

5. Joanna Ghosh is a Managing Member of Lawyers for Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010) and in New York (since 2013), and she is admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, and intervention. She has successfully handled briefing and oral argument on appeal and obtained notable decisions regarding the Private Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019). She has significant experience with class actions, including and not limited to working on cases to obtain class certification through contested motion practice and working on cases in the post-certification stage (e.g., post-certification discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified class consisting of approximately 2,600 individuals). She also has extensive experience with class action and/or representative action settlements, and she has handled this process in over three hundred (300) cases. Under her, Edwin Aiwasian and Arby Aiwasian, Lawyers for

Justice, PC has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She is a member of the California Employment Lawyers Association.

6. I am an attorney duly licensed to practice before all courts of the State of California and I am an attorney at Lawyers for Justice, PC. In May of 2016, I graduated from Pepperdine University School of Law with a Juris Doctorate degree. I have extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Certificate in Dispute Resolution program. In June of 2013, I obtained a Bachelor of Arts degree in History and graduated with college honors from University of California, Los Angeles. From approximately August 2014 to approximately November 2014, I served as a Judicial Extern to the Honorable James Kaddo of the Los Angeles Superior Court. In 2017, I obtained a license to practice law from the California State Bar. Since 2017, I have worked at Lawyers for Justice, PC and my practice has almost exclusively focused on the prosecution of employment class actions and representative actions. At Lawyers for Justice, PC, I have worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, attending mediations, and preparing for trial. I have played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Davis v. Superior Med Surgical, Inc.* (San Bernardino County Superior Court Case No. CIVDS1505744), *Tellez v. Harvest Container Co., Inc.* (Tulare County Superior Court Case No. VCU64528), *Vilitchai v. Ametek Programmable Power, Inc., et al.* (San Diego County Superior Court Case No. 37-2015-00025968-CU-OE-CTL), and *Sanchez, et al. v. Auto-Chlor System of Washington, Inc.* (Los Angeles County Superior Court Case No. BC707670). I have worked on over two hundred fifty (250) class action or representative action cases which have resulted in settlement.

EXAMPLES OF RESULTS IN REPRESENTATIVE AND CLASS ACTION CASES

7. What follows are just a few examples of the type of results Lawyers for Justice, PC (“LFJ”) has achieved on behalf of its clients:

1 a) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class action against a major property management company involving
3 allegations of misclassification of various “manager” positions. On September 20, 2010, the
4 court granted final approval of the class action settlement. The Los Angeles County Superior
5 Court Case Number is BC400414.

6 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class action against a national retailer of household items involving allegations
8 of misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
9 granted final approval of the class action settlement. The Los Angeles County Superior Court
10 Case Number is BC413498.

11 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class action against a national property management company involving
13 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
14 granted final approval of the class action settlement. The Los Angeles County Superior Court
15 Case Number is BC430918.

16 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
17 wage-and-hour class action against a national retailer involving allegations of misclassification
18 of the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
19 certification. On August 26, 2013, the court granted final approval of the class action settlement.
20 The Los Angeles County Superior Court Case Number is BC424012.

21 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
22 wage-and-hour class and PAGA representative action against a bank, involving allegations of
23 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
24 granted final approval of the class and PAGA representative action settlement. The Kern County
25 Superior Court Case Number is S-1500-CV-273194-LHB.

26 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
27 wage-and-hour class and PAGA representative action against a national wholesale distributor
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of plumbing and builder supplies, involving allegations of misclassification of multiple salaried “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2012-00136285.

g) Lfj, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class action against a multinational corporation that provides global workplace solutions, involving allegations of misclassification of the “Operations Manager” position. On September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles County Superior Court Case Number is BC478769.

h) Lfj, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national retailer of household items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final approval of the class and PAGA representative action settlement. The San Francisco County Superior Court Case Number is CGC-13-532344.

i) Lfj, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA action involving allegations of misclassification of the salaried residential “Property Manager” position. On September 17, 2015, the court granted plaintiff’s motion for class certification. On October 20, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC474784.

j) Lfj, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of upscale hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council Coordination Proceeding Number is 4794.

1 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class action against a national retailer of apparel and fashion accessories, on
3 behalf of non-exempt employees. On August 5, 2016, the court granted final approval of the
4 class action settlement. The Los Angeles County Superior Court Case Number is BC488069.

5 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
6 wage-and-hour class action against a national retailer of apparel, accessories, and home
7 products, involving allegations of misclassification of the “Department Manager” position. On
8 August 12, 2016, the court granted the plaintiffs’ motion for class certification in part and
9 certified a class. On August 6, 2019, the court granted final approval of the class action
10 settlement. The Alameda County Superior Court Case Number is RG13680477.

11 m) LFJ represented the plaintiff in a PAGA representative action against a
12 real estate and property management company, on behalf of non-exempt employees. On
13 November 4, 2016, the court granted approval of the PAGA representative action settlement.
14 The Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

15 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
16 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of
17 non-exempt employees. On November 18, 2016, the court granted final approval of the class
18 and PAGA representative action settlement. The San Francisco County Superior Court Case
19 Number is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

20 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
21 representative action against a foodservice distributor, on behalf of non-exempt employees. On
22 January 26, 2017, the court granted final approval of the class and PAGA representative action
23 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

24 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
25 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to
26 the employer’s motion to compel arbitration, which resulted in a published opinion by the
27 California Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall*
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1 *Supply* (Cal. App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S.
2 Supreme Court Docket No. 17-254). The Riverside County Superior Court Case Numbers are
3 RIC1503952 and RICJCCP5046, and the Judicial Council Coordination Proceeding Number is
4 5046.

5 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
6 wage-and-hour class and PAGA representative action against a consumer packaging company,
7 on behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the
8 class and PAGA representative action settlement. The Los Angeles County Superior Court Case
9 Number is BC590429.

10 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
11 wage-and-hour class and PAGA representative action against a manufacturer of food service
12 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
13 approval of the class and PAGA representative action settlement. The Orange County Superior
14 Court Case Number is 30-2015-00810013-CU-OE-CXC.

15 s) LFJ in association with co-counsel therein, represented the plaintiffs in a
16 wage-and-hour class and PAGA representative action against a lumber and hardware company
17 on behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the
18 class and PAGA representative action settlement. The Orange County Superior Court Case
19 Number is 30-2014-00747750-CU-OE-CXC.

20 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
21 representative action against a property management company, on behalf of non-exempt
22 employees. On June 14, 2017, the court granted final approval of the class and PAGA
23 representative action settlement. The Los Angeles County Superior Court Case Number is
24 BC586234.

25 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
26 representative action against a food company on behalf of non-exempt employees. On June 30,
27
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2017, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2015-00175871.

v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a chocolate company on behalf of non-exempt employees. On July 19, 2017, the court granted final approval of the class and PAGA representative action settlement. The Alameda County Superior Court Case Number is RG15764300.

w) LFJ represented the plaintiff in a PAGA representative action, against the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On October 18, 2017, the court granted approval of the PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC569664.

x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a manufacturer of plastic containers on behalf of non-exempt employees. On October 31, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC577233.

y) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt employees. On December 11, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC569646.

z) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a property management company on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding Number is 4819.

1 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a global provider of flexible office
3 space solutions. On February 15, 2018, the court entered an order granting final approval of the
4 class and PAGA representative action settlement. The Los Angeles County Superior Court Case
5 Number is BC498401.

6 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
7 wage-and-hour class action against a container manufacturer, on behalf of non-exempt
8 employees. On October 15, 2018, the court granted the plaintiff's motion for class certification.
9 The Tulare County Superior Court Case Number is VCU264528.

10 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
11 representative action against a behavioral health service provider on behalf of non-exempt
12 employees. On November 13, 2018, the court granted final approval of the class and PAGA
13 representative action settlement. The Alameda County Superior Court Case Number is
14 RG16811450.

15 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
16 PAGA representative action against a global provider of products and services to the energy
17 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the
18 court granted approval of the PAGA representative action settlement. The Kern County
19 Superior Court Case Number is S-1500-CV-280215-SDC.

20 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
21 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
22 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
23 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
24 Council Coordination Proceeding Number is 4886.

25 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
26 wage-and-hour class and representative action against a bank on behalf of non-exempt
27 employees. On September 27, 2019, the court granted the plaintiffs' motion for class
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certification in part and certified a class. The Alameda County Superior Court Case Number is RG15757606 and the Judicial Council Coordination Proceeding Number is 4921.

gg) Lfj, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

hh) Lfj, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class and PAGA representative action against a medical equipment supplier on behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion for class certification and certified a class. On November 2, 2023, the court granted final approval of the class and PAGA representative action settlement. The San Bernardino County Superior Court Case Number is CIVDS1505744.

ii) Lfj, in association with co-counsel therein, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a notable decision from the California Supreme Court clarifying the law regarding PAGA claims, *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval of the PAGA representative action settlement. The San Diego County Superior Court Case Number is 37-2016-00005578-CU-OE-CTL.

jj) Lfj, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class and PAGA representative action against a large national drug testing laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the plaintiff's motion for class certification and certified a class. On October 28, 2022, the court granted final approval of the class and PAGA representative action settlement. The San Diego County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

1 kk) LfJ, in association with co-counsel therein, represents the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
3 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020,
4 the court granted in part the plaintiff's motion for class certification and certified a class. The
5 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
6 Judicial Council Coordination Proceeding Number is 4930.

7 ll) LfJ, in association with co-counsel therein, represented the plaintiffs in a
8 wage-and-hour class and PAGA representative action against a plastic packaging company on
9 behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs'
10 motion for class certification and certified a class. On November 8, 2021, the court granted
11 approval of the partial settlement of the action. On April 22, 2024, the court granted approval
12 of the PAGA settlement and entered an order dismissing the action. The San Bernardino County
13 Superior Court Case Number is CIVDS1507361.

14 mm) LfJ, in association with co-counsel therein, represents the plaintiffs in a
15 wage-and-hour class action against manufacturer and supplier of power products and services
16 on behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs'
17 motion for class certification and certified a class. On August 27, 2021, the court granted final
18 approval of the class action settlement. The San Diego County Superior Court Case Number is
19 37-2015-00025968-CU-OE-CTL.

20 nn) LfJ represents the plaintiff in a wage-and-hour class action against a
21 nutritional products manufacturer on behalf of non-exempt production line employees. On
22 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
23 certified a class. On January 16, 2024, the court granted final approval of the class and PAGA
24 representative action settlement. The Solano County Superior Court Case Number is
25 FCS051001.

26 oo) LfJ represents the plaintiffs in a wage-and-hour class action against a
27 manufacturer and distributor of commercial dish and glass cleaning machines and supplies for
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the restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July 13, 2023, the court granted the plaintiffs’ motion for class certification and certified a class. The Los Angeles County Superior Court Case Number is BC707670.

pp) LFJ represents the plaintiffs in a wage-and-hour class action against a chain of restaurants on behalf of non-exempt employees. On July 22, 2024, the court granted in part the plaintiffs’ motion for class certification and certified a class. The San Francisco Superior Court Case Number is CGC-20-582809.

THE LAWSUIT

8. Defendants are located in Los Angeles, California and are one of the world’s largest commercial real estate services and investment firms, and offers a wide range of integrated services including facilities, transactions and project management, property management, etc. Plaintiff Tenaya Jackson is a former employee of Defendants.

9. Plaintiff has satisfied the prerequisites under California Labor Code section 2699.3(a), including, and not limited to, providing the California Labor and Workforce Development Agency (“LWDA”) and the employer with written notice of the specific provisions of the California Labor Code that are alleged to have been violated, including the facts and theories to support the alleged violations, by way of written correspondence on behalf of Plaintiff Tenaya Jackson that was dated May 20, 2021 (“Jackson PAGA Notice”). The PAGA Notices were sent by U.S. Certified Mail to the employers and submitted to the LWDA by way of online submission on the LWDA’s website. Aside from confirmation of receipt of the PAGA Notices, the LWDA did not respond to the PAGA Notices. A true and correct copy of the Jackson PAGA Notice is attached hereto as “**EXHIBIT 1.**”

10. On July 26, 2021, Plaintiff Tenaya Jackson filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”) against Defendants in the Los Angeles County Superior Court (“Court”), Case No. 21TRCV00543 (the “Action”). Plaintiff’s core allegation is that Defendants have violated the California Labor Code by engaging in a uniform practice and procedure, with respect to Plaintiff

1 and other aggrieved employees, of, *inter alia*, failing to pay minimum wages, regular wages,
2 and overtime wages, failing to provide compliant meal periods and associated premiums, failing
3 to provide compliant rest periods and associated premiums, failing to timely pay wages during
4 employment, failing to timely pay wages upon termination, failing to provide compliant and
5 accurate wage statements, failing to maintain complete and accurate payroll records, failing to
6 reimburse necessary business-related expenses and costs.

7 11. On September 24, 2021, Defendants filed an Answer to the Operative Complaint.
8 Defendants maintained, and continue to maintain, that they had, and continue to have, legally-
9 compliant employment policies and practices throughout the time period at issue. Defendants
10 deny that they ever violated any provision of the California Labor Code, including, but not
11 limited to, those sections for which Plaintiff seeks penalties under the PAGA.

12 12. On January 27, 2022, Defendants filed a Motion for Stay of Proceedings. On
13 February 24, 2022, Plaintiff filed an Opposition to Defendants' Motion for Stay of Proceedings.
14 On March 2, 2022, Defendants filed a Reply in support of their Motion for Stay of Proceedings.
15 On August 26, 2022, Defendants filed a Motion to Compel Arbitration. Both the Motion for
16 Stay of Proceedings and Motion to Compel Arbitration which were files by Defendants were
17 denied.

18 THE SETTLEMENT REACHED IN THE ACTION

19 13. Marked and attached hereto as "**EXHIBIT 2**" is the Private Attorneys General
20 Act Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement
21 Agreement"), entered into between Plaintiff Tenaya Jackson, for herself and on behalf of the
22 State of California and other aggrieved employees pursuant to the Private Attorneys General
23 Act, and Defendants CBRE, Inc., and CBRE Group, Inc. ("Defendants"). The parties have also
24 drafted and agreed to the form and content of the proposed informational cover letter ("Cover
25 Letter") for mailing to Aggrieved Employees when Individual Settlement Shares are distributed
26 to them, in substantially the form attached as "**EXHIBIT A**" to the [Proposed] Order and
27 Judgment Granting Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et*
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Seq.) Settlement Agreement and Award of Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs. The Court is respectfully requested to approve the proposed Cover Letter.

14. The Settlement pertains to the following allegedly aggrieved employees: all current and former hourly-paid or non-exempt employees who worked for Defendants in the State of California during the PAGA Period (the "Aggrieved Employees"). The "PAGA Period" means the period between May 20, 2020 through October 12, 2022. Based on information provided by Defendants as of September 26, 2022, there are approximately Four Thousand Three Hundred Twelve (4,312) Aggrieved Employees who worked One Hundred Twenty-Five Thousand (125,000) Compensable Pay Periods.

15. Defendants have agreed to pay the gross amount of \$2,190,000.00 ("Total Settlement Amount"), subject to the possible increase under Section 3(b) of the Settlement Agreement, to settle this matter. The Settlement Agreement provides that the "Net Settlement Amount" will be the Total Settlement Amount less the following amounts: (1) Attorneys' Fees and Costs in the amount of up to \$876,000.00 for attorneys' fees and up to \$50,000.00 for reimbursement of litigation costs and expenses to Lawyers for Justice, PC ("Plaintiff's Counsel"); (2) Enhancement Payment of \$12,500.00 to Plaintiff; and (3) Settlement Administration Costs of up to \$20,000.00 to the PAGA Settlement Administrator. Plaintiff's Counsel only seeks an award of reimbursement of litigation costs and expenses in the amount of \$9,488.24, and assuming that the requested Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs, are approved by the Court, the Net Settlement Amount is estimated to be approximately \$1,272,011.76. The Net Settlement Amount will be distributed to the LWDA and the Aggrieved Employees pursuant to California Labor Code section 2699(i). 75% of the Net Settlement Amount will be distributed to the LWDA, which is estimated to be \$954,008.82 ("LWDA Payment"), and 25% of the Net Settlement Amount, which is estimated to be \$318,002.94 ("Employees' Portion"), will be distributed to the Aggrieved Employees on a *pro rata* basis, based upon the number of pay periods they each

1 worked during the PAGA Period (“Compensable Pay Periods”). The parties have agreed to
2 retain Phoenix Settlement Administrators (“Phoenix” or “PAGA Settlement Administrator”) to
3 handle the administration of the Settlement, and the Court is respectfully requested to appoint
4 Phoenix to serve as the PAGA Settlement Administrator. The Settlement Administration Costs
5 are estimated not to exceed \$20,000.00 and will be paid out of the Total Settlement Amount,
6 subject to approval by the Court.

7 **THE LITIGATION AND WORK PERFORMED BY PLAINTIFF’S COUNSEL**

8 16. The effectiveness of Plaintiff’s Counsel, Lawyers *for* Justice PC, in prosecuting
9 this case has translated into tangible monetary benefits for Plaintiff, Aggrieved Employees, and
10 the State of California in the following respects: (1) their recoveries over a reasonably short
11 period of time as opposed to waiting additional years for the same, or possibly, a worse, result;
12 (2) a guaranteed result that compares favorably with other similar representative action
13 settlements; and (3) significant savings in fees and costs which would have only increased
14 significantly had the case progressed through trial and/or appeals.

15 17. After engaging in extensive investigations, formal and informal discovery, and
16 exchange of information, data, and documents, the Parties participated in settlement negotiations
17 to try to resolve the lawsuit. These efforts included participating in a full-day mediation on
18 September 27, 2022, conducted by Michelle Yoshida, Esq., a well-respected mediator
19 experienced in mediating complex labor and employment matters. With the aid of the mediator,
20 the parties reached the Settlement described herein. In the course of mediation and settlement
21 discussions, the parties discussed all aspects of the case, including the risks and delays of further
22 litigation and proceeding with trial, as well as the law relating to representative PAGA actions,
23 off-the-clock theory, meal and rest periods, donning and doffing, meal waivers, regular rate of
24 pay calculations, reporting time pay, Industrial Welfare Commission Wage Orders, arbitration
25 agreements, wage-and-hour enforcement, the evidence produced and analyzed, and the
26 possibility of bifurcation of discovery and/or trial and appeals, among other things. During all
27 settlement discussions, the parties conducted their negotiations at arm’s length in an adversarial
28

position.

18. Prior to reaching the Settlement, the parties investigated the veracity, strength, and scope of the PAGA claim and allegations, and were preparing for trial. Plaintiff conducted significant investigation and formal and informal discovery and exchange of information, documents, and data regarding the facts of the case, including and not limited to, the review, consideration, and analysis of a vast amount of information, documents and data obtained from Plaintiff, Defendants and other sources. Plaintiff's counsel propounded multiple sets of formal written discovery requests onto Defendants (specifically, Form Interrogatories – General (Set One), Requests for Production of Documents (Set One), Special Interrogatories (Set One), and Special Interrogatories (Set Two)), reviewed Defendants' objections and responses, and served notices of depositions of Defendants' Person Most Knowledgeable designees regarding organizational structure, wage and hour practices, and affirmative defenses, along with requests for production of documents. The information, documents, and data that were reviewed and analyzed by Plaintiff's Counsel included, and were not limited to, Plaintiff's Offer Letter, the employment records of Plaintiff, Defendants' employee handbook(s), and Defendants' operations and employment practices, policies, and procedures, among other documents. Counsel for the parties undertook significant investigation and evaluation of the PAGA claim and related allegations, including, and not limited to, calculating the potential monetary recovery under PAGA. Other work performed by Plaintiff's Counsel included, but was not limited to: meeting and conferring with Defendants' counsel regarding the pleadings, case management, mediation and settlement, among other issues; case strategy and analysis; drafting, reviewing, and revising the pleadings, court filings, mediation brief, settlement agreement, and settlement approval motion papers; preparing for the mediation and settlement negotiations; and preparing for and appearing for court proceedings. Counsel for the parties have further invested time to research the applicable law, which is constantly evolving as it relates to representative PAGA actions, off-the-clock theory, wage-and-hour enforcement, arbitration agreements, the evidenced produced and analyzed, the possibility of bifurcation of discovery and/or trial and

appeals, Industrial Welfare Commission Wage Orders, Plaintiff's claims and allegations, and Defendants' defenses, as well as facts discovered.

19. Based on investigation and information discovered, Plaintiff's Counsel believes that there is sufficient evidence to support the allegations that Defendants violated the California Labor Code. While Plaintiff's Counsel believes that the PAGA claim has merit and that Plaintiff will ultimately succeed in this litigation and prevail at trial, Plaintiff and Plaintiff's Counsel also recognize Defendants' defenses, the costs of further litigation, and multiple risks to recovery. For example, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiff, including, and not limited to, the issues of non-compliant meal periods, non-compliant rest periods, and unreimbursed business expenses, raise individualized issues and/or are unmanageable and thus not suitable for adjudication as to a group of employees.

20. Plaintiff and her counsel have also considered the uncertainty and risk of the outcome of further litigation, including the difficulties and delays inherent in such litigation. In order to prevail on the PAGA claim, Plaintiff would have to prove that Defendants engaged in the alleged California Labor Code violations and demonstrate that Defendants' conduct warrants the imposition of penalties.

**THE STRENGTHS AND WEAKNESSES OF THE PAGA CLAIM, AND THE RANGE
OF POSSIBLE OUTCOMES**

21. In order to prevail on the PAGA claim, Plaintiff would have to prove that Defendants engaged in the alleged California Labor Code violations and demonstrate that Defendants' conduct warrants the imposition of penalties. Furthermore, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiff's raise individualized issues and/or are not suitable for adjudication as to a group of employees.

22. From the inception of this litigation, Defendants indicated that they would aggressively litigate this case and contended that they would ultimately succeed in the action.

Defendants maintained several defenses to Plaintiff’s allegations, which, if successfully argued and proven, had the potential to eliminate or substantially reduce recovery. Throughout this litigation, Defendants maintained, and continue to maintain, that they did not engage in a uniform policy and systematic scheme of wage abuse against their hourly-paid or non-exempt employees, and that they had, and continue to have, legally-compliant employment policies and practices throughout the time period at issue. Defendants deny that they ever violated any provision of the California Labor Code. Defendants further denied, and continue to deny, that the lawsuit is appropriate for representative adjudication for any purpose other than the Settlement.

23. Defendants also challenged Plaintiff’s standing as aggrieved employees and denied that any of their other employees whom Plaintiff seeks to represent are aggrieved. Also, multiple courts have taken an approach requiring a plaintiff to establish standing and face the possibility of bifurcation of discovery and/or trial of the PAGA claim. See *Amalgamated Transit Union, Local 1756, AFL-CIO v. Superior Court*. (2009) 46th Cal.4th 993, 1001 (noting that PAGA “require[s] a plaintiff to have suffered an injury resulting from an unlawful action”); *Stafford v. Dollar Tree Stores, Inc.* (E.D. Cal. Nov. 21, 2014) 2014 WL 6633396, at *4 (finding that judicial economy supported bifurcation because of the difficulties and inherent uncertainties of being able to establish liability with respect to a large number of potentially aggrieved employees and noted that “PAGA’s public purpose would be ill-served if the court finds [the plaintiff] has not been aggrieved by a Labor Code violation”); *Grappo v. Coventry Fin. Corp.* (1991) 235 Cal.App.3d 496, 504 (Trial courts have “broad discretion to determine the order of proof in the interest of judicial economy”); see also Cal. Code Civ. Proc. § 598 (The court may “when the convenience of witnesses, the ends of justice, or the economy and efficiency of handling the litigation would be promoted thereby, on motion of a party, after notice and hearing, make an order. . . that the trial of any issue or any part thereof shall precede the trial of any other issue or any part thereof in the case[.]”); Cal. Code Civ. Proc. § 1048(b) (Court can separate trial of any cause of action or of any separate issue in the interest of convenience or to

1 avoid prejudice); Cal. Code Civ. Proc. § 2019.020(b) (Courts have the power to “establish the
2 sequence and timing of discovery for the convenience of parties and witnesses and in the
3 interests of justice”); *Horton v. Jones* (1972) 26 Cal.App.3d 952, 955 (stating that bifurcation
4 and sequencing of litigation is allowed to avoid wasting time and money on trial when litigation
5 of issues could be rendered moot).

6 24. Defendants pointed to case law that held that, given the derivative nature of the
7 PAGA claim, it would stand or fall based on whether Plaintiff could successfully demonstrate
8 the requisite elements to establish the various alleged violations of the California Labor Code
9 that the PAGA claim is predicated on and derives from, and the success of showing, *inter alia*,
10 failure to properly pay wages, failure to provide compliant meal and rest periods, failure to
11 reimburse for expenses, etc.

12 25. Further, Defendants also maintained that, in addition to their strong arguments
13 against the underlying claims, taking the current unsettled state of law, it would be unjust to
14 award the maximum potential PAGA penalties. There was also a dearth of law and guidance
15 regarding trials and/or assessment of penalties under the PAGA statute, there is no clearly
16 established methodology for the valuation and/or assessment of PAGA penalties, and case
17 outcomes (such as those discussed below) have shown that the actual amount of civil penalties
18 actually assessed by trial courts is far less than the amount sought.

19 26. Defendants also argued that an important feature of PAGA is that the Court retains
20 discretion to lower the penalties if, based on the facts and circumstances of the particular case,
21 to do otherwise would result in an award that is “unjust, arbitrary and oppressive, or
22 confiscatory.” See Cal. Lab. Code § 2699(e)(2); see also *Thurman v. Bayshore Transit*
23 *Management, Inc.* (2012) 203 Cal.App.4th 1112, 1136 (holding that a court may reduce the
24 amount of PAGA penalties awarded to an employee based upon discretionary factors).
25 Defendants maintained, and continue to maintain, that they had and continue to have, legally-
26 compliant employment policies and practices throughout the time period at issue. Even if,
27 arguendo, such violations occurred, which Defendants deny, Defendants contended that said
28

violations would only be considered “initial violations” and thus heightened “subsequent violation” penalties were not warranted. See Cal. Lab. Code § 2699(f)(2); see also *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1208-09 (“Until the employer has been notified that it is violating a Labor Code provision [...], the employer cannot be presumed to be aware that its continuing underpayment of employees is a ‘violation’ subject to penalties.”). Defendants argued that they would be able to show a lack of willfulness in the violations, such that the alleged California Labor Code violations would not be considered “willful.” Defendants contended that, at best, even if a violation giving rise to a penalty was shown for each pay period, only the lower civil penalty associated with initial violations would apply. As discussed above, Defendants denied and continue to deny that they ever violated any provision of the California Labor Code. However, assuming, *arguendo*, that any violations occurred, Defendants argued the violations would not be viewed as subsequent violations giving rise to heightened penalties. Defendants also argued that the Court was unlikely to assess cumulative penalties for the maximum number of possible, separate California Labor Code violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory—especially where certain conduct may be regulated by multiple provisions of the California Labor Code that are interrelated and work in tandem. As such, Defendants contended that cumulative penalties and heightened penalties would be unjust, arbitrary, oppressive, and confiscatory.

27. Plaintiff’s Counsel was also aware of case law indicating that courts have attributed little separate value to PAGA claims, for example, allowing them to be resolved for \$0 where the other underlying California Labor Code claims are being (or have been) resolved, or, assessing much lower amounts of civil penalties against employers than are sought. See e.g., *Magadia v. Wal-Mart Assocs.* (N.D. Cal. 2019) 384 F. Supp. 3d 1058, 1100-1101, 1103-1104, 1111 (finding that, under Labor Code § 2699(e)(2), “the Court has broad discretion to award PAGA penalties the Court sees fit” and reducing the PAGA penalty award significantly from the maximum penalties possible); *Morales v Bridgestone Retail Operations LLC*, Orange County Superior Court No. 30-2017-00900244 (Aug. 2, 2018) (of \$7 million PAGA penalties

requested, the court awarded \$425,000); *Carrington v Starbucks Corp.* (2018) 30 Cal.App.5th 504, 517, 529 (of \$75 million in penalties sought, the court affirmed the trial court's \$150,000 PAGA penalty award based on 30,000 violations, which reduced the penalty rate to \$5 per violation); *Arnold v San Diego Second Chance Program*, San Diego County Superior Court No. 37-2016-00018375 (Dec. 18, 2017) (no PAGA penalties awarded); *Felczer v Apple Inc.*, San Diego County Superior Court No. 37-2011-00102593 (Sept. 13, 2017) (no PAGA penalties awarded); *In re Taco Bell Wage and Hour Actions* (E.D. Cal. Apr. 8, 2016) No. 1:07-cv-01314-SAB, 2016 U.S. Dist. LEXIS 48557 at *41 (the court declined to award PAGA penalties after trial); *Allen v American Multi-Cinema*, Alameda County Superior Court No. RG11585502 (July 24, 2016) (no PAGA penalties awarded); *Atempa v Pama*, San Diego County Superior Court (July 31, 2015) (of PAGA penalties of \$456,133 sought, the court awarded \$197,434.00); *Driscoll v Granite Rock*, Santa Clara County Superior Court No. 1-08-cv-103426 (Sept. 20, 2011) (the court declined to award PAGA penalties); *Fleming v Covidien, Inc.*, No. ED CV10-01487 RGK (OPx) (C.D. Cal. Aug. 12, 2011) 2011 U.S. Dist. LEXIS 154590 at **8-9 (of \$2,800,000 PAGA penalties requested, the court awarded \$500,000); *Aguirre v Genesis Logistics*, No. SACV 12-00687-JVS (ANx) (C.D. Cal. Dec. 30, 2013) 2013 U.S. Dist. LEXIS 189820 at **6-7 (of \$1,800,000 PAGA penalties requested, the court awarded \$500,000); *Halevi v Aroma Bakery Café, Inc.*, Los Angeles County Superior Court No. 468146 (Aug. 30, 2013) (the court declined to award PAGA penalties after trial awarding wages to class on the basis that, inter alia, the lawsuit was not prompted by availability of PAGA penalties, penalties were not necessary to remedy ongoing or future violations, corporate defendants corrected violations and were no longer in business, and plaintiffs did not offer evidence establishing imposition of penalties on individual defendants would not be confiscatory).

28. Importantly, Defendants also contended that the claims of Plaintiff and other Aggrieved Employees are subject to enforceable agreements that included, *inter alia*, waiver and release of claims, covenant not to sue, acknowledgment of receipt of wages due, and/or binding individual arbitration provisions. Defendants contended that, taken together, these

1 agreements would have claim preclusive impact, or otherwise, could effectively be used to
2 require Aggrieved Employees to engage in individual arbitration of their individual claims on
3 which the PAGA claim is predicated. There is also uncertainty regarding PAGA claims due to
4 decisions of the high courts and recent amendment of the PAGA statute. For example, as a
5 result of a recent United States Supreme Court decision, it is more likely that employer
6 agreements containing arbitration terms will impact the viability of adjudication of PAGA
7 claims in the judicial forum. *Viking River Cruises, Inc. v. Moriana*, (2022) 142 S. Ct. 1906, 2022
8 U.S. LEXIS 2940. Although the substantive statutory right to pursue a PAGA claim has not
9 been eviscerated and has been preserved, arbitration agreements may be used to select the forum
10 and procedure to be used to resolve PAGA claims to some extent. Recently, the California
11 Supreme Court confirmed that an aggrieved employee who has been compelled to arbitrate
12 claims under PAGA that are premised on California Labor Code violations that were sustained
13 by the aggrieved employee still maintains statutory standing to pursue a PAGA claim arising
14 out of events involving other employees through a PAGA representative claim. *Adolph v. Uber*
15 *Technologies* (2023) 14 Cal.5th 1104. Nevertheless, while this action was not compelled to
16 arbitration, it is still possible that the issue may come up during trial.

17 29. Furthermore, the recent amendment of the PAGA statute enacted on July 1, 2024,
18 adopting, *inter alia*, modified standing requirements, codifying a manageability requirement,
19 capping civil penalties that can be assessed against an employer if an employer meets certain
20 conditions, and allowing an employer to cure violations to avoid the assessment of civil penalties
21 if an employer meets certain conditions, has created uncertainty regarding the future of claims
22 for civil penalties under PAGA. As such, at the time that the Parties reached the settlement,
23 and also now, there is uncertainty regarding the PAGA claim.

24 30. While Plaintiff disagrees with Defendants' contentions and maintains that her
25 PAGA claim has merit, in reaching the settlement, Plaintiff and her counsel took into account
26 the strengths and weaknesses of each side's position and the uncertainty of how the case might
27 have concluded as litigation continued, at trial, and/or upon appeal.

31. The parties had the opportunity to review extensive information, documents, and data regarding Plaintiff's and Aggrieved Employees' employment with Defendants in an effort to determine the potential value and strength of the PAGA claims. Counsel for the parties invested time reviewing and analyzing the relevant information, documents and data, and this information made it possible to calculate the potential value of the PAGA claim. Accordingly, the parties have conducted sufficient investigation and review of data, documents, and information to be sufficiently apprised of the nature and extent of the claim asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The parties have also considered the settlement negotiations and the recommendations of the mediator, Michelle Yoshida, Esq., who is highly experienced in mediating complex labor and employment matters. The parties have agreed that this case is well-suited for settlement given the legal issues relating to the PAGA claim, as well as the costs and risks to both sides that would attend further litigation. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded as litigation continued, at trial, in arbitration proceedings, and/or appeals.

ATTORNEYS' FEES REQUESTED BY PLAINTIFF'S COUNSEL

32. As set forth more fully in the accompanying Motion, Plaintiff's Counsel seeks attorneys' fees in the amount of \$876,000.00, which represents approximately forty percent (40%) of the Total Settlement Amount, as provided by the Settlement Agreement. Pursuant to the contingency-fee agreement entered into by and between Plaintiff and Plaintiff's Counsel, Plaintiff has agreed to a contingency fee of at least forty percent (40%) of the recovery. The attorneys' fees sought are commensurate with: (1) the risk that Plaintiff's Counsel took in commencing the case; (2) the time, effort, and expense that Plaintiff's Counsel dedicated to the case; (3) the skill and determination that Plaintiff's Counsel has shown; (4) the results that Plaintiff's Counsel has achieved throughout the litigation; (5) value of the settlement that Plaintiff's Counsel has achieved in the case; and (6) the other cases that Plaintiff's Counsel has turned down in order to devote its time and efforts to this case.

LITIGATION COSTS AND EXPENSES INCURRED BY PLAINTIFF’S COUNSEL

33. The Settlement provides for reimbursement of litigation costs and expenses of up to \$50,000.00. Plaintiff’s Counsel seeks reimbursement of \$9,488.24 for litigation costs and expenses incurred in this case, as reflected in the Case Cost Detail attached hereto as “**EXHIBIT 3.**” It should be noted that Plaintiff’s Counsel has borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained in this matter. These expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement. The amount sought is less than the maximum amount (\$50,000.00) allocated under the Settlement Agreement for reimbursement of litigation costs and expenses. The cost savings of \$40,511.76 will be part of the Net Settlement Amount.

ENHANCEMENT PAYMENT TO PLAINTIFF

34. For her broader individual waiver and release of claims with a California Civil Code Section 1542 waiver (set forth in Section 8(a) of the Settlement Agreement), the Settlement provides for an Enhancement Payment to Plaintiff in the total amount of \$12,500.00 to be paid out of the Total Settlement Amount, subject to approval by the Court. The requested Enhancement Payment is fair and appropriate. It is also worth noting that Plaintiff has undertaken significant efforts and work to spearhead the pursuit of this matter. By initiating and pursuing this matter, Plaintiff stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. Plaintiff has spent a substantial amount of time and effort discussing her employment with her counsel, gathering and producing relevant documents and information, and providing the facts and evidence necessary to attempt to prove the allegations. For example, Defendant CBRE, Inc. propounded discovery requests on Plaintiff, and Plaintiff spent time reviewing said discovery requests and providing information and documents in response thereto. Plaintiff was available whenever her counsel needed her and actively tried to obtain and provide information that would facilitate the pursuit of the PAGA claim. Accordingly, it is appropriate and just for Plaintiff to receive an Enhancement Payment, in addition to any individual penalties payment she will receive as an aggrieved employee.

1 35. Plaintiff's Counsel submits that the Settlement fulfills the purpose of the PAGA
2 statute, is within the accepted range of recoveries for this type of litigation, is fair, reasonable,
3 and adequate, and in the best interests of Plaintiff, the State of California and other Aggrieved
4 Employees given the substantial monetary benefits provided for by the Settlement, the strengths
5 and weaknesses of this action, and the inherent delay, costs, risks, and uncertainty associated
6 with continued litigation.

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

9 Executed this 14th day of October 2024, at Glendale, California.

10
11 
12 Tara Zabehe

EXHIBIT 1

LAWYERS FOR JUSTICE

May 20, 2021

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: CBRE, INC.; CBRE GROUP, INC.

Dear Representative:

We have been retained to represent Tenaya Jackson against CBRE, Inc., and CBRE Group, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "CBRE") for violations of California wage-and-hour laws. Ms. Jackson seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Jackson seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

CBRE employed Ms. Jackson as an hourly-paid, non-exempt employee from approximately June 2015 to approximately December 2020, in the State of California.

The "aggrieved employees" that Ms. Jackson may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, CBRE has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, 7-2001, and 16-2001.

CBRE required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, answering phone calls, responding to work related inquiries, and helping clients. CBRE rounded the work time recorded by aggrieved employees in a manner that was not fair and neutral on its

face and/or that favored CBRE over time, resulting in aggrieved employees being underpaid for their time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Jackson and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Jackson and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, CBRE required Ms. Jackson and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, CBRE failed to pay Ms. Jackson and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, CBRE failed to pay Ms. Jackson and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, CBRE did not provide Ms. Jackson and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from CBRE were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total

hours worked by Ms. Jackson and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Jackson and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Jackson and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Jackson and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Jackson and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, CBRE failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Jackson and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, CBRE did not provide Ms. Jackson and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, 7-2001, and 16-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, CBRE failed to pay Ms. Jackson and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Jackson and the other aggrieved employees reported to work and were furnished less

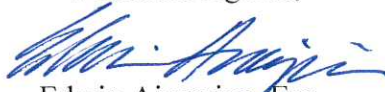
than half the usual or scheduled day's work. During the relevant time period, CBRE failed to pay Ms. Jackson and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Jackson and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Jackson and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by CBRE. These costs include, but are not limited to, the use of personal phones for business-related tasks, the use of personal vehicles for business-related tasks, the purchasing and maintenance of specialty non-slip shoes, the use of personal internet services for business-related tasks, and the purchasing of tools, supplies, and safety equipment.

Therefore, on behalf of all aggrieved employees, Ms. Jackson seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Edwin Aiwasian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

CBRE Group, Inc.
c/o C T Corporation System
Agent for Service of Process
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

CBRE, Inc.
c/o Frank Jose Silva
Agent for Service of Process
7317 W. Grant Line Rd.
Tracy, CA 95376

CBRE Group, Inc.
CBRE, Inc.
c/o Barbra Diallo
Attorney
400 S. Hope Street, 25th Floor
Los Angeles, CA 90071

EXHIBIT 2

**PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
RELEASE**

This Private Attorneys General Act Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) is entered into by and between Plaintiff Tenaya Jackson (“Plaintiff”), for herself and as a representative of the State of California and the Aggrieved Employees (as defined in Section 3(a)(5) below) and CBRE Group, Inc. and CBRE, Inc. (“Defendants”), subject to approval by the Court. Plaintiff and each of Defendants are referred to in this Agreement as a “Party,” and Plaintiff and Defendants collectively are referred to as “Parties.”

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff is a former employee of CBRE, Inc. Plaintiff was employed by CBRE, Inc. from approximately July 2015 to approximately December 2020;

(b) On May 20, 2021, Lawyers for Justice, PC (“Plaintiff’s Counsel”), submitted a letter to the California Labor and Workforce Development Agency (“LWDA”) and Defendants on behalf of Plaintiff, to notify the LWDA and Defendants pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* (“PAGA”) of Plaintiff’s intent to seek civil penalties under PAGA for Defendants’ alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, 7-2001, and 16-2001, thereby initiating LWDA Case Number LWDA-CM-832829 (the “PAGA Notice”);

(c) On July 26, 2021, Plaintiff filed her Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“Operative Complaint”), commencing a PAGA representative action against Defendants, entitled *Tenaya Jackson v. CBRE Group, Inc., et al.*, Los Angeles Superior Court Case No. 21TRCV00543 (the “Action”). The Operative Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

(d) On September 27, 2022, the Parties mediated the Action with Michelle Yoshida, Esq. and, with the aid of the mediator’s evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety;

(e) There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Released Claims (as defined in Section 8(a) below).

2. **No Admission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. **Consideration.**

(a) In consideration for Plaintiff signing this Settlement Agreement and complying with its terms and the releases granted in this Settlement Agreement, Defendants shall pay the maximum gross sum of Two Million, One Hundred Ninety Thousand Dollars (\$2,190,000) (the "Total Settlement Amount") to resolve the Action and Released Claims (as defined herein), which, subject to Court approval, will be paid as follows:

(1) Attorneys' fees in the amount of forty percent (40%) of the Total Settlement Amount, which is Eight Hundred Eighty-Eight Thousand Dollars (\$876,000), and reimbursement of litigation costs and expenses in the amount of up to Fifty Thousand Dollars (\$50,000) (collectively, "Attorneys' Fees and Costs") to Plaintiff's Counsel, which Plaintiff's Counsel will request, and Defendants will not contest.

(2) An enhancement payment of up to the amount of Twelve Thousand Five Hundred Dollars (\$12,500.00) ("Enhancement Payment") to Plaintiff, the proposed PAGA representative, which Plaintiff's Counsel will request, and Defendants will not contest.

(3) Costs and expenses of administration of the Settlement up to the amount of Twenty-Thousand Dollars (\$20,000.00) ("Settlement Administration Costs") to Phoenix Settlement Administrators (the "PAGA Settlement Administrator").

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after these deductions is referred to as the "Net Settlement Amount." If the Court approves any of the foregoing payments (Attorneys' Fees and Costs, Enhancement Payment, or Settlement Administration Costs) in an amount less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Court's awarding of the foregoing payments at all, or in these amounts, is not a condition of settlement, and the Court's reduction of, or failure to approve, any of the foregoing payments will not be grounds for terminating this Settlement Agreement.

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent (25%) will be distributed to the Aggrieved Employees, defined solely for purposes of this Settlement as all current and former hourly-paid or non-exempt employees who worked for Defendants in the State of California during the PAGA Period (the "Aggrieved Employees"). The period from May 20, 2020 through October 12, 2022 is the "PAGA Period." The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the "Employees' Portion."

(b) During the period between May 20, 2020 to August 31, 2022, Aggrieved Employees are estimated to have worked approximately 125,000 Compensable Pay Periods (defined in Part 7(b), below). If the actual number of Compensable Pay Periods during the PAGA Period is more than ten percent (10%) above 125,000 (i.e., more than 137,500 Compensable Pay Periods), the Total Settlement Amount will be increased on a *pro-rata* basis equal to the percentage increase in the number of Compensable Pay periods above ten percent

(10%). To illustrate, if the number of workweeks increases by 11%, from 125,000 to 138,750 pay periods, the Total Settlement Amount will increase by one percent (1%).

(c) The Aggrieved Employees are estimated to consist of approximately 4,300 individuals.

(d) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys' Fees and Costs, Enhancement Payment, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. **Court Approval is Required.** Plaintiff understands and agrees that the State of California and Aggrieved Employees, including Plaintiff, would not receive the consideration specified in Section 3(a) above, except for Plaintiff's execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void.

5. **Disbursal of Settlement Funds.**

(a) Subject to Section 4 above, Defendants shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above on the "Settlement Effective Date," which is the date after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; (ii) the Court has entered an order approving the Settlement Agreement; (iii) judgment is final; and (iv) either (a) the time to seek to appeal or seek permission to appeal or seek any other judicial review of the final disposition of the Action (collectively "Appeal") has expired with no Appeal having been taken or sought, or (b) if any Appeal is taken or sought, after the final resolution of such Appeal, such that no further Appeal can be taken or sought.

(b) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Total Settlement Amount.

6. **Approval and Implementation of the PAGA Settlement.**

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to settlement (i.e., to terminate the Action by way of judgment or dismissal).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to

take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel. Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Greenberg Traurig, LLP ("Defendants' Counsel") for review and approval prior to filing. Plaintiff's Counsel shall submit this proposed Settlement Agreement to the Labor and Workforce Development Agency at the same time that Plaintiff submits the unopposed motion for approval to the Court.

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

7. Payment of PAGA Settlement Sum / Notice to Recipients.

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendants by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement on the Settlement Effective Date. If the Settlement Effective Date falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked during the PAGA Period ("Compensable Pay Periods") based on Defendants' payroll records. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual Settlement Shares will be reported on an IRS Form 1099, as required by the IRS.

(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "Exhibit A", in the following manner:

(1) No later than seven (7) calendar days after the Settlement Effective Date, Defendants shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; and (v) Compensable Pay Periods.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

(d) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiff's Counsel, unless instructed otherwise by Plaintiff's Counsel. At the request of Plaintiff's Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles and any additional expenses associated with doing so will be paid separately by Plaintiff's Counsel.

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Enhancement Payment to Plaintiff.

(g) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the Individual Settlement Shares and Cover Letters have been mailed to all Aggrieved Employees.

8. **Release of Claims by Plaintiff, Aggrieved Employees, and the State of California.**

(a) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendants, including Defendants' parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Action and from any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on or arising out of the factual allegations in the Operative Complaint or the PAGA Notice, including but not limited to, for failure to pay minimum wages, regular wages, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary business-related expenses and costs, and for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia* Wage Orders 4-2001, 7-2001, and 16-2001 (collectively, the "Released Claims").

9. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

10. **Amendment.** This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

11. **Miscellaneous.**

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement, or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Michelle Yoshida, Esq. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiff or Defendants fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANTS, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: 07/26/2024, 2024

Electronically Signed	2024.07.26.20:27:04 UTC - 23.242.102.52
<i>Tenaya Jackson</i>	
Notarized Signature	60c8f5af-6c72-4743-b0f1-676201447463

Tenaya Jackson
Individually and On Behalf of
the State of California and Aggrieved Employees

CBRE Group, Inc.

Date: 8/19/2024, 2024

Signed by:

Christina Briesacher

3786812C95A04B9

Name: Christina Briesacher

Title: Deputy General Counsel - Litigation

CBRE, Inc.

Date: 8/19/2024, 2024

Signed by:

Christina Briesacher

3786812C95A04B9

Name: Christina Briesacher

Title: Deputy General Counsel - Litigation

Approved as to form and content.

LAWYERS *for* JUSTICE, PC

Date: August 7, 2024

Edwin Aiwanian

Edwin Aiwanian

Tara Zabehi

Joanna Ghosh

Brian J. St. John

Attorneys for Plaintiff Tenaya Jackson

GREENBERG TRAURIG, LLP

Date: August 21, 2024

Robert J. Herrington

Robert J. Herrington

Attorneys for Defendants

EXHIBIT 3

LAWYERS for JUSTICE PC CASE COST DETAIL
Jackson vs. CBRE Group, Inc., et al. (PAGA)

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
12/30/2020	U.S. Postmaster	Postage	\$6.95
2/10/2021	U.S. Postmaster	Postage	\$7.20
5/20/2021	U.S. Postmaster	Postage	\$21.48
5/20/2021	Labor & Workforce Development Agency	PAGA Filing Fee	\$75.00
7/27/2021	Legal Document Server, Inc.	Attorney Service	\$30.43
7/27/2021	Los Angeles Superior Court	Complaint Filing Fee	\$435.00
8/24/2021	ProLegal	Attorney Service	\$169.10
10/4/2021	One Legal	Attorney Service	\$16.68
1/10/2022	One Legal	Attorney Service	\$16.68
1/11/2022	General Logistics Systems US, Inc.	Courier Service	\$14.43
1/25/2022	One Legal	Attorney Service	\$16.68
1/25/2022	General Logistics Systems US, Inc.	Courier Service	\$22.24
1/25/2022	Esquire Deposition Solutions, LLC	Court Reporter	\$93.89
2/22/2022	One Legal	Attorney Service	\$16.68
2/22/2022	General Logistics Systems US, Inc.	Courier Service	\$21.08
2/24/2022	General Logistics Systems US, Inc.	Courier Service	\$21.08
2/28/2022	One Legal	Attorney Service	\$16.68
3/16/2022	Legal Document Server, Inc.	Attorney Service	\$15.20
3/17/2022	General Logistics Systems US, Inc.	Courier Service	\$19.43
3/18/2022	General Logistics Systems US, Inc.	Courier Service	\$21.26
3/21/2022	Legal Document Server, Inc.	Attorney Service	\$15.20
3/30/2022	General Logistics Systems US, Inc.	Courier Service	\$22.73
6/8/2022	General Logistics Systems US, Inc.	Courier Service	\$22.97
6/14/2022	General Logistics Systems US, Inc.	Courier Service	\$15.38
6/15/2022	Legal Document Server, Inc.	Attorney Service	\$25.32
6/15/2022	Los Angeles Superior Court	Jury Fee	\$150.00
7/11/2022	Legal Document Server, Inc.	Attorney Service	\$15.95
7/11/2022	General Logistics Systems US, Inc.	Courier Service	\$25.39
9/7/2022	General Logistics Systems US, Inc.	Courier Service	\$24.51
9/12/2022	Legal Document Server, Inc.	Attorney Service	\$11.75
9/21/2022	FedEx Express	Courier Service	\$85.71
9/23/2022	Philips ADR Enterprises, P.C.	Mediation Fee	\$7,500.00
9/26/2022	General Logistics Systems US, Inc.	Courier Service	\$22.65
9/27/2022	Tara Zabehi	Travel Reimbursement	\$291.05
9/27/2022	Jacquelyn Silva	Travel Reimbursement	\$50.69
9/29/2022	Legal Document Server, Inc.	Attorney Service	\$15.95
10/13/2022	General Logistics Systems US, Inc.	Courier Service	\$23.37
10/14/2022	Legal Document Server, Inc.	Attorney Service	\$15.95
12/9/2022	Legal Document Server, Inc.	Attorney Service	\$15.95

LAWYERS for JUSTICE PC CASE COST DETAIL
Jackson vs. CBRE Group, Inc., et al. (PAGA)

3/3/2023	Legal Document Server, Inc.	Attorney Service	\$15.95
4/12/2023	Legal Document Server, Inc.	Attorney Service	\$16.15
5/30/2023	Legal Document Server, Inc.	Attorney Service	\$16.15
5/1/2024	Legal Document Server, Inc.	Attorney Service	\$16.15
7/9/2024	Legal Document Server, Inc.	Attorney Service	\$16.15
Total:			<u>\$9,488.24</u>