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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

**[PROPOSED] ORDER AND JUDGMENT
GRANTING 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**

[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's Counsel (Tara Zabehi); and Declaration of
Plaintiff (Tenaya Jackson) filed concurrently
herewith]

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

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

1 This matter has come before the Honorable Ronald F. Frank in Department 8 of the Superior Court
2 of the State of California, for the County of Los Angeles, on November 5, 2024 at 9:00 a.m., on Plaintiff
3 Tenaya Jackson’s (“Plaintiff”) Motion for Approval of Private Attorneys General Act (Cal. Labor Code §
4 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys’ Fees and Costs, Enhancement Payment,
5 and Settlement Administration Costs (“Motion for Approval of Settlement”). Lawyers *for* Justice, PC
6 appeared for Plaintiff and Greenberg Traurig, LLP appeared for Defendants CBRE, Inc., and CBRE
7 Group, Inc. (“Defendants”).

8 On or around August 21, 2024, Plaintiff and Defendants (together, the “Parties”) executed the
9 Private Attorneys General Act Settlement Agreement and Release (“Settlement,” “Settlement Agreement,”
10 or “Agreement”).

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiff’s Counsel Tara Zabehe and Plaintiff Tenaya Jackson, and (3) the Settlement
13 Agreement.

14 Having duly considered the Parties’ papers and oral argument, and good cause appearing,

15 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

16 1. The Motion for Approval of Settlement is granted.
17 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
18 3. Unless otherwise specified, all citations and references to the Private Attorneys General Act
19 of 2004, California Labor Code sections 2698, *et seq.* are to the version of statute prior to the recent
20 amendment effective July 1, 2024; the amended statute does not apply to the above-captioned action and
21 the Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the above-
22 captioned action was filed prior to June 19, 2024.

23 4. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
24 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) (“PAGA”), including, and not limited to,
25 providing the California Labor and Workforce Development Agency (“LWDA”) and Defendants with
26 notice of the specific provisions of the California Labor Code alleged to have been violated, including, and
27

not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a).

5. The Court also finds that the Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to intervene or appear in the above-captioned action (“Action”).

6. The Settlement pertains to the following 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 (“Aggrieved Employees”).

7. The Court finds that the Parties reached the Settlement as a result of arm’s-length negotiations.

8. Pursuant to California Labor Code § 2699(1)(2), the Court has reviewed the sum allocated for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement Amount shall be the Total Settlement Amount (\$2,190,000.00) less the approved Attorneys’ Fees and Costs to Lawyers for Justice, PC (“Plaintiff’s Counsel”), Enhancement Payment to Plaintiff, and Settlement Administration Costs to Phoenix Settlement Administrators (the “PAGA Settlement Administrator”). Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees (“Employees’ Portion”) in accordance with this Order and Judgment and the Settlement Agreement.

9. The Court has considered the Settlement, and the monetary allocations provided thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement Administrator to administer the Settlement and to make the payments as provided for by, and consistent with, this Order and Judgment and the Settlement Agreement.

10. The Court approves the payment of \$876,000.00 to Plaintiff’s Counsel for attorneys’ fees. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

1 18. No later than fourteen (14) calendar days after the PAGA Settlement Administrator
2 receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement
3 Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks to all
4 Aggrieved Employees and distribute the LWDA Payment to the LWDA, Enhancement Payment to
5 Plaintiff, Settlement Administration Costs to itself, and the Attorneys' Fees and Costs to Plaintiff's
6 Counsel, unless instructed otherwise by Plaintiff's Counsel, as provided for by this Order and Judgment
7 and the Settlement Agreement.

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

13 20. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.
14 Upon the entry of this Order and Judgment and full funding of the Total Settlement Amount, and except as
15 to the rights and obligations created by this Settlement Agreement, Plaintiff and the State of California
16 with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and
17 forever discharged Released Parties, to the fullest extent permitted by law, of and from the Action and
18 from the Released Claims.

19 21. "Released Parties" means Defendants, including Defendants' parent corporation, affiliates,
20 subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former
21 employees, attorneys, officers, directors and agents thereof, both individually and in their business
22 capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and
23 insurers of such plans and programs.

24 22. "Released Claims" means any and all claims, arising during the PAGA Period, for civil
25 penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and
26 costs available under PAGA, based on or arising out of the factual allegations in the Operative Complaint
27 or the PAGA Notice, including but not limited to, for failure to pay minimum wages, regular wages, and
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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.

23. “PAGA Period” means the period from May 20, 2020 through October 12, 2022.

24. No individualized notice of this Order and Judgment is required to be provided to the Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system established for the filing of notices and documents, in conformity with California Labor Code § 2699(l)(3).

Date: _____

Honorable Ronald F. Frank
Judge of the Los Angeles Superior Court

EXHIBIT A

Exhibit A

<<Mailing Date>>

To: **<<First Name>><<Last Name>>**
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Tenaya Jackson v. CBRE Group, Inc., et al.*, Los Angeles Superior Court Case No. 21TRCV00543

Dear **<<First Name>><<Last Name>>**:

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual Settlement Share"). This check is your payment from the settlement in the lawsuit entitled *Tenaya Jackson v. CBRE Group, Inc., et al.*, Los Angeles Superior Court Case No. 21TRCV00543 ("Action").

The lawsuit was filed on July 26, 2021 by Tenaya Jackson ("Plaintiff") against her former employer, on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"), for alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for alleged failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on May 20, 2021, Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of her 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").

CBRE Group, Inc. and CBRE, Inc. ("Defendants") deny all of Plaintiff's allegations and deny any wrongdoing of any kind associated with Plaintiff's allegations.

A settlement was reached between Plaintiff and Defendants.

On **<<Date>>**, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for Defendants in the State of California during the period from May 20, 2022 through October 12, 2022 ("Aggrieved Employees"). The period from May 20, 2022 through October 12, 2022 is the "PAGA Period."

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendants in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of **<<date of entry of order by the Court approving the Settlement>>**, the Released Parties were fully released and forever discharged from any and all Released Claims.

"Released Parties" means Defendants, including Defendant's 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.

"Released Claims" means 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.

EXHIBIT A – COVER LETTER

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be cancelled, and the funds associated with the cancelled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendants, or Defendants' counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [PAGA Settlement Administrator] at [toll-free phone number].