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Superior Court of California
County of Los Angeles

05/26/2023

David W. Slayton, Executive Officer / Clerk of Court

By: T. Lewis Deputy

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Attorneys for Plaintiff Justin McClenahan

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JUSTIN ARTHUR MCCLENAHAN,
individually, and on behalf of all others similarly
situated,

Plaintiff,

vs.

CBRE TECHNICAL SERVICES, LLC, a limited
liability company; and DOES 1 through 10,
inclusive,

Defendants

Case No.: 21STCV30353

*[Assigned for all purposes to the Hon. David S.
Cunningham, Dept. 11]*

**~~[UPDATED PROPOSED]~~ ORDER AND
JUDGMENT GRANTING PLAINTIFF'S
MOTION TO APPROVE SETTLEMENT
AGREEMENT AND RELEASE OF PAGA
CLAIMS PURSUANT TO LABOR CODE
SECTION 2698 ET SEQ.**

Date: May 22, 2023

Time: 10:00 a.m.

**~~[UPDATED PROPOSED]~~ ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION TO
APPROVE SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS PURSUANT TO
LABOR CODE SECTION 2698 ET SEQ.**

ORDER

The Court having considered Plaintiff's Notice of Motion and Motion for Approval of PAGA Settlement ("Motion"), the supporting declaration and exhibits thereto, all papers filed and proceedings had herein, and having reviewed the record in the Action, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The Court, for purposes of this Final Order and Judgment, refers to all defined terms as set forth in the PAGA Settlement ("Settlement") attached as Exhibit "A" to Declaration of Kane Moon In Support of the foregoing Motion.

2. The Settlement is hereby accepted and approved;

3. Plaintiff and all PAGA Settlement Members, by operation of this Final Order and Judgment, hereby fully, finally, and forever release, relinquish, and discharge the Released Parties from all PAGA Claims as follows:

Release by Aggrieved Employees. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the operative Complaint, and the PAGA Notice. (Settlement § 5.2)

"Released Parties" means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates. (Settlement § 1.26)

"PAGA Period" means the period from August 16, 2020 to January 26, 2023. (Settlement § 1.19)

4. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement and approved by the Court.

5. The Settlement is not an admission by Defendant as defined below, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither

1 this Order, the Settlement, nor any document referred to herein, nor any action taken to carry
2 out the Settlement, may be used as an admission of any fault, wrongdoing, omission,
3 concession, or liability whatsoever by or against Defendant.

4 6. Defendant shall pay the PAGA Members, Plaintiff's Counsel, the Labor and
5 Workforce Development Agency ("LWDA"), and the Settlement Administrator pursuant to
6 the terms of the Settlement:

- 7 a. Actual administration costs of \$4,000.00, payable to the Settlement
8 Administrator Phoenix Class Action Administration Solutions for
9 administration of the Settlement;
- 10 b. Attorneys' fees to Plaintiff's Counsel in the amount of \$50,000.00 (33 1/3%);
- 11 c. Reimbursement for actual costs incurred by Plaintiff's Counsel in the amount
12 of up to \$23,659.57;
- 13 d. Service award to the named Plaintiff in the amount of \$5,000.00; and
- 14 e. The remaining amount to the PAGA Fund, which shall be allocated as set
15 forth in Labor Code § 2699(d), with 75% allocated to the LWDA, and the
16 remaining 25% to the PAGA Members on a pro-rata basis. Aggrieved
17 Employees shall have 180 calendar days after the date the PAGA Packet is
18 mailed to them to cash their settlement payment checks. If any Aggrieved
19 Employee's check is not cashed within that period, the settlement payment
20 check will be voided and a stop-payment will be issued. Neither Defendant,
21 Defendant's counsel, Plaintiff, nor PAGA Counsel will have any liability for
22 lost or stolen settlement payment checks, forged signatures on settlement
23 payment checks, unauthorized negotiation of settlement payment checks or
24 failure to timely cash a settlement payment check within the 180-day period.
25 After 180 days from the date of their mailing by the Settlement
26 Administrator, any uncashed checks will be void and escheat to the
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1 California State Controller's Office in the name of the Class Member who
2 did not cash his or her check.

3 7. "Effective Date" means the date by which when both of the following have
4 occurred: (a) the Court enters a Judgment on its Order approving the PAGA Settlement;
5 and (b) the Judgment is final. The judgment is final when it is no longer subject to appeal,
6 or sixty-one (61) days after Judgment is entered, as long as no notice of appeal is filed; or,
7 if a notice of appeal is filed, the date that appeal is fully resolved and no longer subject to
8 appeal.

9 8. Defendant shall deposit the Gross Settlement Amount with the Settlement
10 Administrator within twenty-one (21) days following the Effective Date.

11 9. Within fifteen (15) days after the Effective Date, Defendant shall also
12 provide the Settlement Administrator with a list of PAGA Settlement Members and their
13 names, employee identification numbers, social security numbers, last known mailing
14 addresses, and number of Qualifying Pay Periods and/or dates of employment. The contact
15 information shall be provided confidentially to the Settlement Administrator only, and the
16 Settlement Administrator shall treat the information as private and confidential and take all
17 necessary precautions to maintain the confidentiality of contact information of the PAGA
18 Settlement Members. This information shall be used only to carry out the Settlement
19 Administrator's duties as specified in the Settlement.

20 10. Within fourteen (14) business days of receipt of the Gross Settlement
21 Amount, the Settlement Administrator will disburse PAGA Employee Payments via U.S.
22 Mail to each PAGA Settlement Member to the last known physical address on file with
23 Defendant in its regularly maintained records. Prior to this disbursement, the Settlement
24 Administrator shall run a skip trace for every separated PAGA Settlement Member. The
25 Settlement Administrator shall include a letter, an example of which is attached as Exhibit
26 A to the PAGA Settlement Agreement, along with the PAGA Employee Payments. The
27 mailing procedures described in this paragraph shall be conclusive evidence of payment of
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the PAGA Employee Payments and shall satisfy any and all due process requirements. All PAGA Employee Payments that are not claimed within 180 days of mailing shall be sent to the State Controller Unclaimed Property Fund with an identification of the amount of unclaimed funds attributable to each PAGA Settlement Member.

11. Within fourteen (14) business days of receipt of the Gross Settlement Amount, the Settlement Administrator shall send a check for the LWDA Payment to the LWDA.

12. Within fourteen (14) business days of receipt of the Gross Settlement Amount, the Settlement Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

13. The Court hereby confirms Kane Moon, Allen Feghali, and Hyunjin Kim of Moon & Yang, APC as PAGA Counsel.

14. The Court finds that the fees requested by Plaintiff's Counsel of \$50,000.00 (33 1/3%) of the total settlement amount is reasonable, and the costs requested of up to \$23,659.57 were reasonable and necessary for the prosecution of this action. The Court hereby awards attorney's fees in the amount of \$50,000.00 and costs in the amount of \$23,659.57 to Plaintiff's Counsel for their attorneys' costs. The payment of fees and costs to Plaintiff's Counsel shall be made in accordance with the terms of the Settlement.

15. The Court approves of the proposed letter attached to the PAGA Settlement as Exhibit A to be sent to PAGA Members along with their respective settlement check.

16. This action is dismissed with prejudice.

17. Plaintiff shall submit a copy of this Order and Judgment to the LWDA within ten calendar days after entry of the Order and Judgment.

18. This Court shall retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement

1 administration matters, and (iii) addressing such post-Judgment matters as are permitted by
2 law.

12/13/2023 at 9:00 a.m.

3 19. The Court sets a status conference re: final accounting for , 2023. At
4 least nine court days prior to the hearing, Plaintiff shall submit a final report including the
5 actual amounts paid to aggrieved employees, the other amounts distributed under the
6 settlement, and the amounts tendered to the California State Controller's Office for Unclaimed
7 Property.

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9 **IT IS SO ORDERED.**

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11 DATED: 05/26/2023



Hon. David S. Cunningham
Judge of the Los Angeles Superior Court

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3 COUNTY OF LOS ANGELES) ss

4 I am employed in the county of Los Angeles, State of California. I am over the age of
5 18 and not a party to the within action; my business address is 1055 W. 7th Street, Suite 1880,
6 Los Angeles, California 90017. On May 22, 2023, I served the foregoing document described
7 as:

8 **[UPDATED PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF'S**
9 **MOTION TO APPROVE SETTLEMENT AGREEMENT AND RELEASE OF PAGA**
10 **CLAIMS PURSUANT TO LABOR CODE SECTION 2698 ET SEQ.**

11 X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s)
12 addressed as follows:

13 Ryan Bykerk, Esq.
14 **GREENBERG TRAUIG LLP**
15 1840 Century Park East, 19th Floor
16 Los Angeles, CA 90067
17 bykerkr@gtlaw.com

Eldrin Masangkay, Esq.
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300 South Grand Avenue, Suite 2200
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eldrin.masangkay@morganlewis.com

18 Michael Weil, Esq.
19 **MORGAN, LEWIS & BOCKIUS LLP**
20 One Market Street, Spear Street Tower
21 San Francisco, CA 94105
22 michael.weil@morganlewis.com

23 *Attorneys for Defendant CBRE TECHNICAL SERVICES, LLC*

24 [✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties
25 to accept electronic service, I caused the documents to be sent to the persons at the
26 electronic service addresses listed above via third-party cloud service
27 **CASEANYWHERE.**

28 X (State) I declare under penalty of perjury under the laws of the State of
California that the above is true and correct.

Executed on May 22, 2023, at Los Angeles, California.

Ximena Reyes

/S/ Ximena Reyes

Name

Signature