

Justin F. Marquez (SBN 262417)
justin@wilshirelawfirm.com
Christina M. Le (SBN 237697)
cle@wilshirelawfirm.com
Zachary D. Greenberg (SBN 331501)
zgreenberg@wilshirelawfirm.com

WILSHIRE LAW FIRM

3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff's

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

DARIUS YOUNG, individually, and on behalf
of all others similarly situated,

Plaintiff,

v.

M. ARTHUR GENSLER JR. & ASSOCIATES,
INC., a California corporation, and DOES 1
through 10, inclusive,

Defendants.

Case No.: 22STCV07284

CLASS ACTION

*[Assigned for all purposes to Hon. Lawrence
P. Riff, Dept. 07]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Filed concurrently with: Plaintiff's Notice of
Motion and Motion for Preliminary Approval
of Class Action Settlement, Memorandum of
Points and Authorities; Declarations of Justin
F. Marquez, Darius Young, and Julie Green in
Support of Motion.]*

PRELIMINARY APPROVAL HEARING

Date: May 2, 2023

Time: 10:00 a.m.

Dept: 7

Complaint filed: February 28, 2022

FAC filed: July 25, 2022

1 The Court has before it Plaintiff Darius Young's ("Plaintiff") Motion for Preliminary
2 Approval of Class Action Settlement. Having reviewed the Motion for Preliminary Approval
3 of Class Action Settlement, the Declaration of Justin F. Marquez, the Declaration of Darius
4 Young and Diana Fontana, the Joint Stipulation Re: Class Settlement (which is referred herein
5 as the "Settlement" or "Settlement Agreement"), and good cause appearing, the Court hereby
6 finds and orders as follows:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
8 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
9 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
10 the terms set forth in the Settlement Agreement between Plaintiff and Defendant M. Arthur
11 Gensler Jr. & Associates, Inc. ("Defendant"), attached to the Declaration of Justin F. Marquez
12 in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement as **Exhibit**
13 **1**.

14 2. The Settlement falls within the range of reasonableness of a settlement which
15 could ultimately be given final approval by this Court. The Court notes that Defendant has
16 agreed to pay \$400,000.00 to cover: (a) settlement payments to the class members who do not
17 validly opt out; (b) a \$60,000.00 payment for the settlement of claims for penalties under the
18 Private Attorneys General Act ("PAGA"), with 75% of which (\$45,000.00) being paid to the
19 State of California, Labor & Workforce Development Agency ("LWDA") and 25%
20 (\$15,000.00) being paid to the PAGA Members; (c) the Class Representative service payment
21 of up to \$5,000.00 for Plaintiff; (d) Class Counsel's attorneys' fees, not to exceed 33 1/3% of
22 the Gross Settlement Amount (\$133,333.33), and up to \$15,000.00 in costs for actual litigation
23 expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to
24 \$10,500.00.

25 3. The Court preliminarily finds that the terms of the Settlement appear to be within
26 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
27 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair
28 and reasonable to the class members when balanced against the probable outcome of further

1 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
2 significant informal discovery, investigation, research, and litigation have been conducted such
3 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
4 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
5 by the further prosecution of the litigation; and (4) the proposed settlement has been reached as
6 the result of intensive, serious, and non-collusive negotiations between the Parties with the
7 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
8 that the Settlement Agreement was entered into in good faith.

9 4. A Final Fairness Hearing on the question of whether the proposed settlement,
10 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement
11 of claims for penalties under PAGA, and the class representative's enhancement award should
12 be finally approved as fair, reasonable and adequate as to the members of the class is hereby set
13 in accordance with the Implementation Schedule set forth below.

14 5. The Court provisionally certifies for settlement purposes only the following class
15 (the "Settlement Class"): "All current and former non-exempt hourly-paid employees who
16 worked for Defendant in California during the Class Period and did not previously sign a general
17 release of claims."

18 6. The Class Period means the period from April 5, 2018, through the date of
19 Preliminary Approval.

20 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
21 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
22 members of the Settlement Class are so numerous that joinder is impractical; (2) there are
23 questions of law and fact that are common, or of general interest, to the Settlement Class, which
24 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
25 Settlement Class; (4) Plaintiff's and Class Counsel will fairly and adequately protect the
26 interests of the Settlement Class; and (5) a class action is superior to other available methods
27 for the fair and efficient adjudication of the controversy.

28 8. The Court appoints as Class Representative, for settlement purposes only,

Plaintiff Darius Young. The Court further preliminarily approves Plaintiff's ability to request an incentive award up to \$5,000.00.

9. The Court appoints, for settlement purposes only, Wilshire Law Firm, PLC as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to one-third of the Total Settlement Amount (\$133,333.33), and costs not to exceed \$15,000.00.

10. The Court appoints CPT Group, Inc. as the Settlement Administrator with reasonable administration costs estimated not to exceed \$10,500.00.

11. The Court approves, as to form and content the Notice of Proposed Class Action Settlement, attached as **Exhibit A** to the Settlement Agreement. The Court finds, on a preliminary basis, that the plan for distribution of the Notice to Settlement Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

12. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

13. Any member of the Settlement Class who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement.

14. The Court orders the following Implementation Schedule:

Defendant to provide Class List to the Settlement Administrator, as those terms are defined in the Settlement Agreement	[15 days after the Court grants Preliminary Approval of the Settlement]
Settlement Administrator to mail the Class Notice	[14 days after receiving the Class List]
Response Deadline (Opt-out or dispute Workweeks)	[60 days after Class Notice is mailed]
Deadline to Provide Written Objections, if any	[60 days after Class Notice is mailed]

1 2 3 Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Award to Plaintiffs'	16 court days before hearing on Motion for Final Approval, which is _____;
4 5 Final Approval Hearing	_____ at _____ a.m./p.m., or first available date thereafter, in Department 07

6 15. The Court further ORDERS that, pending further order of this Court, all proceedings
7 in this lawsuit, except those contemplated herein and in the settlement, are stayed.

8 **IT IS SO ORDERED.**

9
10
11 DATE:

Hon. Lawrence P. Riff
Los Angeles County Superior Court

PROOF OF SERVICE

Darius Young v. M. Arthur Gensler Jr. & Associates
22STCV07284

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Sandy S. Sespene, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is ssespene@wilshirelawfirm.com.

On **January 26, 2023**, I served the foregoing **[PROPOSED] ORDER GRANTING PLAINTIFF'S'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Julia C. Riechert
JRiechert@orrick.com
ORRICK, HERRINGTON & SUTCLIFFE LLP
1000 Marsh Road
Menlo Park, California 94025
Telephone: (650) 614-7400
Facsimile: (650) 614-7401

Lisa M. Bowman
lisa.bowman@orrick.com
ORRICK, HERRINGTON & SUTCLIFFE LLP
The Orrick Building
405 Howard Street
San Francisco, CA 94105-2669
Telephone: (415) 773 5700
Facsimile: (415) 773 5759

Mariam Bicknell
mbicknell@orrick.com
ORRICK, HERRINGTON & SUTCLIFFE LLP
2050 Main Street, Suite 1100
Irvine, California 92614
Telephone: (949) 567-6700
Facsimile: (949) 567-6710

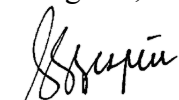
Attorneys for Defendant

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

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

Executed on January 26, 2023, at Los Angeles, California.



Sandy S. Sespene