

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

Electronically FILED by
Superior Court of California,
County of Los Angeles
7/05/2023 3:22 PM
David W. Slayton,
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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

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

**NOTICE OF ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL FOR CLASS
ACTION SETTLEMENT**

Complaint filed: February 28, 2022
Trial date: Not set

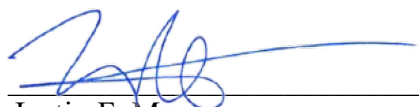
1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that the Court in the above-referenced matter has granted
3 Plaintiff's Order for Motion for Preliminary Approval of Class Action Settlement. A true and
4 correct copy of the Order Granting Plaintiff's Motion for Preliminary Approval of Class
5 Action Settlement is attached hereto as **Exhibit A**.

6
7 Respectfully submitted,

8 Dated: July 5, 2023

WILSHIRE LAW FIRM

9
10 By: 

Justin F. Marquez

Christina M. Le

Zachary D. Greenberg

11
12 Attorneys for Plaintiff

Exhibit A

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

PRELIMINARY APPROVAL HEARING

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

24 3. The Court preliminarily finds that the terms of the Settlement appear to be within
25 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
26 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair
27 and reasonable to the class members when balanced against the probable outcome of further
28 litigation relating to class certification, liability and damages issues, and potential appeals; (2)

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

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

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

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

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

27 8. The Court appoints as Class Representative, for settlement purposes only,
28 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 the form and content of 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 the 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	June 20, 2023 [15 days after the Court granted Preliminary Approval of the Settlement on June 5, 2023]
Settlement Administrator to mail the Class Notice	July 10, 2023 [14 days after receiving the Class List]
Response Deadline (Opt-out or dispute Workweeks)	September 8, 2023 [60 days after Class Notice is mailed]
Deadline to Provide Written Objections, if any	September 8, 2023 [60 days after Class Notice is mailed]
Deadline to file Motion for Final Approval,	16 court days before hearing on Motion for

Request for Attorneys' Fees and Costs, and Service Award to Plaintiffs'	Final Approval, which is September 12, 2023
Final Approval Hearing	October 5, 2023, at 10:00 a.m. in Department 07

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

IT IS SO ORDERED.



Lawrence P. Riff / Judge

DATE: 06/16/2023

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, Aime Alvarez, 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 aalvarez@wilshirelawfirm.com.

On July 5, 2023, I served the foregoing **NOTICE OF ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL FOR 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 ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE.**

(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 July 5, 2023, at Los Angeles, California.


Aime Alvarez