

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

John Serra, individually and on
behalf of all others similarly
situated et al

Plaintiff/Petitioner(s)

VS.

Jones Lang LaSalle Americas,
Inc. et al

Defendant/Respondent

(s)

No. 23CV042838

Date: 10/16/2025

Time: 10:00 AM

Dept: 23

Judge: Rebekah Evenson

ORDER re: Hearing on Motion for
Final Approval of
Settlement CRS# A-
42838-001 filed by John
Serra, individually and on
behalf of all others
similarly situated
(Plaintiff) on 09/23/2025
& Case Management
Conference Re: Status

The Motion for Final Approval of Settlement filed by John Serra, individually and on behalf of all others similarly situated on 09/23/2025 is Granted in Part.

BACKGROUND

This is a wage-and-hour class action and PAGA representative action. Plaintiffs John Serra, Stephen Joseph Vallentyne, and David LaKind agreed to settle with Defendant Jones Lang LaSalle for \$2,443,897.00, and the court granted preliminary approval of the settlement. Plaintiffs seek final approval of the settlement, including approval of a \$814,632.33 attorney's fees award; reimbursement of \$19,908.65 in litigation costs; payment of \$15,000.00 in settlement administration costs; service awards of \$10,00.00 for the named plaintiffs; and \$187,000.00 in PAGA penalties, 75% of which is paid to the LWDA and 25% distributed to aggrieved employees. The remaining funds are to be distributed to class members on a pro rata basis. Plaintiffs' counsel estimates that class members will recovery an average of \$1,458.77. The motion is unopposed.

ORDER re: Hearing on Motion for Final Approval of Settlement CRS# A-
42838-001 filed by John Serra, individually and on behalf of
all others similarly situated (Plaintiff) on 09/23/2025 & Case
Management Conference Re: Status

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LEGAL STANDARD

To prevent “fraud, collusion or unfairness to the class, the settlement or dismissal of a class action requires court approval.” (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800.) A court “must determine the settlement is fair, adequate, and reasonable.” (*Id.* at p. 1801.) A “‘presumption of fairness exists where: (1) the settlement is reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.’” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128 [quoting *Dunk, supra*, at p. 1801].)

Similarly, a “trial court should evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA’s purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77 [noting overlap of factors in class action analysis, “including the strength of the plaintiff’s case, the risk, the stage of the proceeding, the complexity and likely duration of further litigation, and the settlement amount”].)

DISCUSSION

In this case, the parties mediated and reached settlement after arm’s length negotiations, and counsel conducted sufficient investigation and discovery to allow counsel and the court to act intelligently. (Lebe Decl., ¶¶ 31–40, 43–58.) Counsel cites significant team member experience in litigating class actions. (Lebe Decl., ¶ 3–17; Wasserman Decl., ¶¶ 32–35; Bibyan Decl., ¶¶ 2–14.) The settlement administrator received no written objections in response to the class notice. (Brown Decl., ¶ 12.) The terms of the settlement and notice procedures are generally fair, reasonable and adequate.

The court, however, exercises its discretion to approve a \$8,000.00 service awards for each named plaintiff. Plaintiffs undoubtedly provided a service to class members and to the state, but the amount of work cited is not unusual. Plaintiffs were not deposed, and there is no indication that they otherwise undertook unique effort or risk that would justify \$10,000.00 service awards. The court deviates slightly from its \$7,500.00 benchmark in recognition of the excellent result that Plaintiffs obtained for the class.

The court also exercises its discretion to approve an attorney’s fees award of 31%, rather than one-third, of the gross settlement amount. (See *Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 495 [citing Ninth Circuit approval of 25% and Eleventh Circuit approval of 20–30% range]; see also *Schulz v. Jeppesen Sanderson, Inc.* (2018) 27 Cal.App.5th 1167, 1175 [“Although the trial court would be acting within its discretion to award less than 31 percent, we note that 31 percent is not out of line with awards in class actions, which, like this case, involve attorney fees to be paid by a protected class and that require court approval.”].) A “court approving a settlement that includes a negotiated fee [] is required to decide if the fee negotiated by the parties closely approximates the value of the attorneys’ work.” (*Robbins v. Alibrandi*, 127

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Cal.App.4th 438, 452.) For purposes of cross-checking using a lodestar/multiplier approach, Plaintiffs' counsel attests to a total lodestar of \$561,300.20. (Lebe Decl., ¶ 67.) Even the court's 30% benchmark, therefore, would represent a significant multiplier. The court is persuaded that a 31% award is appropriate to account for the excellent result obtained for the class.

ORDER

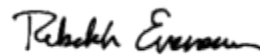
Plaintiffs' motion is **GRANTED IN PART**. Plaintiffs must submit a revised proposed order and judgment within three (3) days of notice of entry of this order.

Ten percent of the attorney's fee award must be kept in the administrator's trust fund until the completion of the distribution process and court approval of a final accounting. Unclaimed funds should not be distributed to the designated recipient until the court approves the accounting. Plaintiffs must file a final report and declaration regarding distribution at least five (5) court days before the compliance hearing. Appearances may not be required if the report and declaration establish that the distributions are complete. The final compliance hearing will be set for May 26, 2026, at 10:00 a.m. in Department 23.

Compliance Hearing is scheduled for 05/26/2026 at 10:00 AM in Department 23 at Rene C. Davidson Courthouse.

The Court orders counsel to obtain a copy of this order from the eCourt portal.

Dated : 10/16/2025



Rebekah Evenson / Judge

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Rene C. Davidson Courthouse

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612		FILED Superior Court of California County of Alameda 10/20/2025 Chad Finke, Executive Officer / Clerk of the Court By: <u>A. Ampomah</u> Deputy A. Ampomah
PLAINTIFF/PETITIONER: John Serra, individually and on behalf of all others similarly situated et al		
DEFENDANT/RESPONDENT: Jones Lang LaSalle Americas, Inc. et al		
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6		CASE NUMBER: 23CV042838

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order re: Hearing on Motion for Final Approval of Settlement CRS# A-42838-001 filed by John Serra, individually and on behalf of all others similarly situated (Plaintiff) on 09/23/2025 & Case Management Conference Re: Status entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

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Spencer Skeen
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Dated: 10/20/2025

Chad Finke, Executive Officer / Clerk of the Court

By:

A. Ampomah

A. Ampomah, Deputy Clerk