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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

John Serra, Stephen Joseph Vallentyne, and
David LaKind, individually, on behalf of all
others similarly situated, and as
Representatives of the State of California,

Plaintiffs,

v.

Jones Lang LaSalle Americas, Inc. and Briant
Pulvert,

Defendants.

Case No. 23CV042838

Hon. Michael Markman – Dept. 23

**REVISED ~~PROPOSED~~ ORDER
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

Action Filed: September 6, 2023
Trial Date: None Set

FILED
Superior Court of California
County of Alameda
10/30/2025
Clad Fluke, Executive Officer / Clerk of the Court
By: A. Tumorong Deputy

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1 **REVISED ~~[PROPOSED]~~ ORDER GRANTING FINAL APPROVAL**

2 Plaintiff John Serra, Plaintiff Stephen Joseph Vallentyne, and Plaintiff David LaKind's
3 (together, "Plaintiffs") Motion for Final Approval of Class and Representative Action Settlement
4 ("Motion") came on for a regularly noticed hearing on October 16, 2025 before the Honorable
5 Michael Markman, pursuant to California Rule of Court 3.769 and Labor Code section 2699(s).
6 Attorneys from the law firm of Lebe Law appeared as counsel for Plaintiffs, and attorneys from
7 Ogletree, Deakins, Nash, Smoak & Stewart, P.C. appeared as counsel for Defendant Jones Lang
8 LaSalle Americas, Inc. (together the "Parties" or "Settling Parties").

9 The Court, having received and carefully considered the Parties' Joint Stipulation of Class
10 Action and PAGA Settlement and Release ("Settlement"), a copy of which is attached as Exhibit A
11 to the Declaration of Jonathan M. Lebe in Support of Plaintiff's Unopposed Motion for Final
12 Approval of Class and Representative Action Settlement, the supporting papers filed by the Parties,
13 the evidence and argument received by the Court in connection with the Settlement and Motion,
14 hereby GRANTS the Motion and states as follows:

15 **A. Procedural History**

16 On September 5, 2023, Plaintiff John Serra submitted his PAGA notice to the California
17 Labor and Workforce Development Agency ("LWDA") alleging various violations by Defendant
18 of California Labor Code and the applicable IWC Wage Order(s).

19 On September 11, 2023, Plaintiff Serra filed his class action against Defendant Jones Lang
20 LaSalle Americas, Inc. in Alameda Superior Court, Case No. 23CV042838 (the "*Serra* Action"),
21 alleging causes of action for: (1) failure to pay minimum wages; (2) failure to pay overtime wages;
22 (3) failure to provide meal periods; (4) failure to permit rest breaks; (5) failure to provide accurate,
23 itemized wage statements; (6) failure to pay all final wages; (7) failure to product all personnel
24 records; (8) violation of Business and Professions code §§ 17200, *et seq.* On October 20, 2023, the
25 *Serra* Action was removed to the United States District Court for the Northern District of California,
26 Case No. 23-cv-05408-JSC.

27 On December 5, 2023, Plaintiff Serra filed his PAGA-only action against Defendant in
28 Alameda Superior Court, Case No. 23CV056107. On January 30, 2024, Plaintiff Serra filed his

1 Request for Voluntary Dismissal of the PAGA-only action, and on February 5, 2024, the action was
2 dismissed without prejudice.

3 On April 10, 2024, Plaintiff David LaKind submitted his PAGA notice to the LWDA
4 alleging various violations by Defendant of the California Labor Code and applicable wage order.

5 On May 16, 2024, Plaintiff Serra filed his First Amended Complaint (“FAC”) adding a cause
6 of action for failing to reimburse all business expenses.

7 On May 29, 2024, Plaintiff LaKind filed his class action against Defendant in Fresno
8 Superior Court, Case No. 24CECG02306 (the “*LaKind* Action”), alleging causes of action for: (1)
9 minimum wage; (2) overtime; (3) failure to provide meal breaks; (4) failure to provide rest breaks;
10 (5) failure to furnish accurate itemized wage statements; (6) failure to pay vacation/PTO; (7) failure
11 to provide accurate wage statements; (8) unfair business practices; and (9) failure to produce
12 employment records. On June 17, 2024, Plaintiff LaKind filed his FAC adding a PAGA cause of
13 action.

14 On July 17, 2024, Plaintiff Stephen Joseph Vallentyne submitted his first PAGA notice to
15 the LWDA alleging violations by Defendant of various statutes of the California Labor Code and
16 the applicable IWC Wage Order(s). On the same day, Plaintiff Vallentyne filed his class action
17 complaint against Defendant in Contra Costa Superior Court, Case No. C24-02179, alleging causes
18 of action for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to
19 provide meal periods; (4) failure to provide rest periods; (5) waiting time penalties; (6) wage
20 statement violations; (7) failure to pay timely wages; (8) failure to indemnify; (9) violation of Labor
21 Code § 227.3; and (10) unfair competition.

22 On August 14, 2024, Plaintiff Vallentyne submitted a second PAGA notice to the LWDA.

23 On August 26, 2024, the *LaKind* Action was removed to the United States District Court for
24 the Eastern District of California, Case No. 1-24-CV-01010-JLT-SKO.

25 On November 4, 2024, Plaintiff Vallentyne filed his PAGA-only action against Defendant
26 in Contra Costa Superior Court, Case No. C24-02968.

1 On September 23, 2024, Class Counsel entered into a Joint Prosecution Agreement
2 providing that any recovered attorney's fees would be allocated as follows: 80% to Lebe Law,
3 APLC, 10% to Bibiyan Law Group, P.C., and 10% to Mayall Hurley P.C.

4 On September 23, 2024, Plaintiffs and Defendant mediated before experienced wage and
5 hour mediator Louis Marlin, Esq. In advance of settlement, the Parties engaged in informal
6 discovery, whereby Defendant provided time and payroll records related to putative class members
7 and aggrieved employees for the Class Period, as well as policy documents of Defendant related to
8 the claims asserted by Plaintiffs in this action, including Defendant's meal and rest break policies,
9 overtime policies, and expense reimbursement policies. While the actions did not settle at mediation,
10 the Parties participated in follow-up negotiations that led to resolution of the *Serra* Action, *LaKind*
11 Action, and *Vallentyne* Action. The Parties specifically and mutually agreed to settle the claims for
12 the theories of liability alleged in those actions and the claims discussed at mediation, and agreed
13 to process the Settlement in this Court.

14 For this reason, on January 28, 2025, the Parties filed a Joint Stipulation to remand the *Serra*
15 Action back to this Court. The same day the United States District Court for the Northern District of
16 California granted the Parties' Joint Stipulation and the *Serra* Action was remanded back to this Court.

17 Additionally, on February 3, 2025, the Parties jointly stipulated to file a Second Amended
18 Complaint ("SAC") in the *Serra* Action as the operative complaint herein to consolidate all three actions
19 and include the claims negotiated and resolved through mediation, which was granted by this Court on
20 February 5, 2025.

21 On February 6, 2025, the Parties filed their SAC, effectively consolidating all three actions.

22 On March 18, 2025, Plaintiffs filed their Unopposed Motion for Preliminary Approval of
23 Class and Representative Action. The Parties appeared in Court on April 10, 2025, for the hearing
24 on Plaintiffs Motion for Preliminary Approval where the Court requested that the Parties revise the
25 scope of the PAGA release in the Settlement Agreement and revise the Settlement Notice. On April
26 24, 2025, Plaintiffs filed the requested revised documents.

27 On May 15, 2025, the Court granted Plaintiffs' Motion for Preliminary Approval of Class and
28 Representative Action Settlement.

On June 20, 2025, the Court-approved Notice was provided to 902 Settlement Class Members. Settlement Class Members had until August 19, 2025 to submit objections, disputes, or to opt-out of the Settlement. As of the date of this filing, there have been no objections and only one (1) of the 902 Class Members opted out of the Settlement, resulting in a 99.9% participation rate. Now that the Notice process is complete, Plaintiffs respectfully submit the Settlement for final approval.

Investigation in the Class Action

The Parties have conducted significant investigation of the facts and law during the prosecution of this litigation. Such discovery and investigations have included the exchange of information and documents pursuant to both formal and informal discovery. Counsel for the Parties have further investigated the applicable law as applied to the facts discovered regarding the alleged claims of the Class Members and potential defenses thereto and the damages claimed.

B. Benefits of Settlement to Class Members

Plaintiffs recognize the expense and length of continued proceedings necessary to continue the litigation against Defendant through trial and through any possible appeals. Plaintiffs have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation, including those involved in class certification. Plaintiffs are also aware of the burdens of proof necessary to establish liability for the claims asserted in the litigation, Defendant defenses thereto, and the difficulties in establishing damages for Class Members. Plaintiffs have also considered the significant settlement negotiations conducted by the Parties, and the advice of the neutral mediator. Based on the foregoing, Plaintiffs have determined that the terms and conditions for resolution of the litigation, set forth in the Settlement, are fair, adequate, and reasonable, and in the best interests of all Class Members.

C. Plaintiffs and the Class Members' Claims

Plaintiffs and the Class Members contend that the claims, contentions, and allegations by Plaintiffs, individually and on behalf of the Class Members, and as Representatives of the State of California in the litigation have merit and give rise to liability on the part of Defendant. Neither the Settlement nor any documents referred to herein, or any action taken to carry out the

Settlement is or may be construed as or may be used as, an admission by or against the Class Members or Class Counsel as to the merits or lack thereof of the litigation.

D. Defendant Denials of Wrongdoing

Defendant denies and continues to deny each of the claims, contentions, and damages alleged by Plaintiffs, individually and on behalf of the Class Members, and as Representatives of the State of California in the litigation. Defendant adamantly denies any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the litigation, and believes that it has valid defenses to Plaintiffs and the Class Members' claims based on liability, class certification, and damages. Neither the Settlement, nor any document referred to or contemplated herein, nor any action taken to carry out the Settlement, may be construed as, or may be used as an admission, concession or indication by or against Defendants of any fault, wrongdoing, or liability whatsoever, including any concession that certification of a class would be appropriate in the litigation or any other case.

E. Operation of the Settlement

Pursuant to the Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") dated May 15, 2025, this Court conditionally certified the Class and granted preliminary approval to the Settlement. The Preliminary Approval Order also approved of the proposed form of the Notice. The Court entered the Preliminary Approval Order after review and consideration of all of the pleadings filed and representations and arguments made in connection herewith.

In compliance with the Preliminary Approval Order, on June 20, 2025, the Class Notice was sent to all Class Members via first class mail. Further, follow-up mailings were performed for returned mail. The notice program was timely completed on August 19, 2025.

This matter is now before the honorable Michael Markman in Department 23 of the Alameda Superior Court, located at 1221 Oak Street, Oakland, CA 94612, on Plaintiffs' Motion for Final Approval of the Class and Representative Action Settlement ("Motion for Final Approval"), including approval of an enhancement award for each of the named Plaintiffs and Class Counsel's attorneys' fees and costs. The Court has read, heard, and considered all the pleadings and documents

submitted, all other papers filed in the litigation, and the representations and arguments made in connection with the Motion, which came on for hearing on October 16, 2025.

Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. This Court finds that the Settlement appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment to any individuals. The Court finds that the Settlement was entered into in good faith pursuant to California *Code of Civil Procedure* section 877.6. The Court further finds that the Settlement is fair, reasonable, and adequate and that the Plaintiffs have satisfied the standards for final approval of a class action settlement under California law. Under the provisions of California *Code of Civil Procedure* section 382 and Federal Rule of Civil Procedure 23, as approved for use by the California state court in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971), the trial court has discretion to certify a class where:

[Q]uestions of law or 'fact common to the members of the class predominate over any questions affecting only individual members, and that a class action is superior to the available methods for fairly and efficiently adjudicating the controversy ... Fed. R. Civ. Proc. 23.

Certification of a settlement class is the appropriate judicial device under these circumstances.

The Court, for purposes of this Order, adopts all defined terms as set forth in the Settlement.

2. The Court has jurisdiction over the subject matter of the litigation, the Class Representatives, the Class Members, and Defendants.

3. The Court finds that the dissemination of the Notice of Proposed Class Action Settlement as provided for in the Order Granting Preliminary Approval constituted the best notice practicable under the circumstances to all Persons within the definition of the Class, and fully met the requirements of California law and due process under the United States Constitution. Based on evidence and other material submitted in conjunction with the Settlement Hearing, the actual notice to the class was adequate.

1 4. The Court approves the settlement of the above-captioned action, as set forth in the
2 Settlement, each of the releases and other terms, as fair, just, reasonable, and adequate as to the
3 Settling Parties and Settlement Class Members. The Parties are directed to perform in accordance
4 with the terms set forth in the Settlement, the Order Granting Preliminary Approval, and this Final
5 Approval Order and Judgment.

6 5. Except as otherwise provided in the Settlement, the Settling Parties are to bear their own
7 costs and attorneys' fees.

8 6. Solely for purposes of effectuating this Settlement, this Court has certified a class of all
9 Class Members, as those terms are defined in and by the terms of the Settlement, and the Court
10 deems this definition sufficient for purposes of California Rules of Court 3.765(a) and 3.771. The
11 Court hereby certifies the following Class for settlement purposes only:

12 All individuals who were employed by Defendant as a non-exempt employee and worked at
13 an Amazon facility in California, at any time during the Class Period, defined as the time period
14 from December 4, 2020, through December 22, 2024.

15 7. The Court hereby confirms Jonathan M. Lebe, Brielle D. Edborg, and Tazeen Hussain
16 of Lebe Law, APLC, David D. Bibiyan and Jeffrey D. Klein of Bibiyan Law Group, P.C., and Robert
17 J. Wassermann and Jenny D. Baysinger of Mayall Hurley P.C. as Class Counsel.

18 8. The Court hereby confirms the Plaintiffs John Serra, Stephen Joseph Vallentyne, and
19 David LaKind as the Class Representatives in this Action.

20 9. The Court finds that no member of the Settlement Class objected to the Settlement.

21 10. With respect to the Settlement Class and for purposes of approving the settlement only
22 and for no other purpose, this Court finds and concludes that: (a) the Members of the Settlement
23 Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are
24 questions of law or fact common to the Settlement Class, and there is a well-defined community of
25 interest among Settlement Class Members with respect to the subject matter of the claims in the
26 litigation; (c) the claims of the Class Representatives are typical of the claims of the Settlement
27 Class Members; (d) the Class Representatives have fairly and adequately protected the interests of
28 the Settlement Class Members; (e) a class action is superior to other available methods for an

1 efficient adjudication of this controversy; and (f) the counsel of record for the Class
2 Representatives, i.e., Class Counsel, are qualified to serve as counsel for Plaintiffs in their
3 individual and representative capacities and for the Class Members.

4 11. The Court approves Enhancement Awards of \$8,000.00 to each Plaintiff, which shall
5 be distributed pursuant to the terms of the Settlement Agreement.

6 12. Out of the total Settlement Sum and through the Claims Administrator, Defendant shall
7 pay (a) to Class Counsel attorneys' fees in the amount of \$757,608.07 (31% of the gross settlement
8 amount) and costs in the amount of \$19,908.65; (b) enhancement awards to the Class Representatives
9 to reimburse them for their unique services in the amount of \$8,000 each; (c) the sum of
10 \$187,000.00 to the Labor and Workforce Development Agency for its share of penalties under the
11 Labor Code's Private Attorney General Act; (e) the sum of \$62,500 for Aggrieved Employees'
12 share of penalties under the Labor Code's Private Attorney General Act; and (f) \$15,000 to the
13 Settlement Administrator, ILYM Group, for its fees and costs relating to the settlement
14 administration process. The Court finds that these amounts are fair and reasonable. Defendant is
15 directed to make such payments in accordance with the terms of the Settlement. The Settlement
16 Administrator is directed to keep 10% of the attorney's fee award in the Administrator's trust fund
17 until the completion of the distribution process and Court approval of a final accounting. The
18 Settlement Administrator is also to distribute unclaimed funds to the designated recipient only after
19 the Court approves the final accounting.

20 13. In the event that the Effective Date occurs, the action captioned as *Serra et al. v. Jones*
21 *Lang LaSalle Americas, Inc.*, Alameda County Case No. 23CV042838, shall be resolved pursuant
22 to the terms of the Settlement by entry of the Judgment. Further, the Court finds and determines
23 that in the event that the Effective Date occurs, all Class Members are bound by the Settlement,
24 have released their claims as set forth in the Settlement, and are permanently barred from
25 prosecuting against Defendant any individual or class claims released pursuant to the Settlement.
26 All Class Members are bound by the Settlement as to the claims under the Private Attorneys
27 General Act, have released their claims under the PAGA against Defendants as set forth in the
28

1 Settlement, and are permanently barred from prosecuting against Defendants any PAGA claims
2 released pursuant to the Settlement.

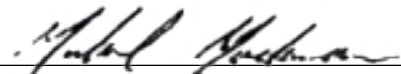
3 14. The Court reserves exclusive and continuing jurisdiction over the litigation, the Class
4 Representatives, the Class Members, and Defendant for the purposes of supervising the
5 implementation, enforcement, construction, administration, and interpretation of the Settlement.

6 15. The Court sets a non-appearance case review hearing regarding compliance with all
7 fund distribution requirements under the Settlement for May ²⁷~~26~~, 2026, at ^{1:30 PM in Dept. 18}~~10:00 a.m., in Dept. 23~~
8 of the above-entitled Court. A declaration from the Settlement Administrator regarding compliance
9 shall be filed with the Court no later than five court days prior to this date. No appearance by the
10 Parties is required at the Order to Show Cause hearing if the Settlement Administrator's declaration
11 is timely filed and the Settlement Administrator reports that all of the distributions under the
12 Settlement are complete.

13 16. In accordance with California Rule of Court 3.771(b), the Parties are ordered to give
14 notice of this final Order and the Judgment to all Class Members by posting the Order and the
15 Judgment on the Settlement Administrator's website.

16 IT IS SO ORDERED.

17
18
19 DATED: 10/30/2025



Hon. Michael Markman
Judge of the California Superior Court
Michael Markman / Judge