

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

KEITH A. JACOBY, Bar No. 150233
kjacoby@littler.com
DEMERY RYAN, Bar No. 217176
dryan@littler.com
CHELSEA HADAWAY, Bar No. 295592
chadaway@littler.com
LITTLER MENDELSON, P.C.
2049 Century Park East
5th Floor
Los Angeles, CA 90067.3107
Telephone: 310.553.0308
Facsimile: 310.553.5583

Attorneys for Defendants
CBRE GROUP, INC. AND CBRE, INC.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

STEVE THOMA,

Plaintiff,

v.

CBRE GROUP, INC.; CBRE, INC.;
J.P. MORGAN CHASE NATIONAL
CORPORATE SERVICES, INC.; J.P.
MORGAN CHASE BANK, NA; J.P.
MORGAN CHASE & CO; and DOES
1 THROUGH 50,

Defendants.

Case No. 2:16-CV-06040-CBM-AJW

ASSIGNED TO HON. CONSUELO B.
MARSHALL

**ORDER GRANTING JOINT
STIPULATION FOR APPROVAL
OF PAGA SETTLEMENT
BETWEEN PLAINTIFF AND
DEFENDANTS CBRE GROUP,
INC. AND CBRE, INC. AND
DISMISSING PAGA CLAIMS [124]**

Trial Date: None

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ORDER

After reviewing Plaintiff Steve Thoma (“Plaintiff”) and Defendants CBRE Group, Inc. and CBRE, Inc.’s (“CBRE”) (collectively, the “Parties”) Joint Stipulation for Approval of PAGA settlement between plaintiff and defendants CBRE Group, Inc. and CBRE, Inc. and good cause appearing therefor,

IT IS HEREBY ORDERED:

1. The Court hereby grants the Parties’ stipulation to settle Plaintiff’s claims for PAGA penalties.
2. All terms used for purposes of this Order, not otherwise defined, shall have the same meaning as given in the Settlement Agreement (“Settlement”) executed between the Parties on September 7 and 10, 2018.
3. Pursuant to the Private Attorney Generals Act Cal. Lab. Code §§ 2699(1)(2), (1)(4) (PAGA”), the Labor Workforce and Development Agency (“LWDA”) has been given notice of the Settlement. In particular, on the date the parties filed the motion seeking approval of the Settlement with the Court, Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement. The Court finds and determines that Plaintiffs’ notice of the Settlement complied with the statutory requirements of PAGA.
4. The Court confirms approval of the Settlement as to the following group of individuals, collectively referred to as the “PAGA Settlement Group Members” means Plaintiff and all current and former employees employed by Defendants in the position of Facilities Manager in the state of California at any time from March 7, 2015 through the Approval Date.”
5. This Court has jurisdiction over the subject matter of this litigation, over all PAGA Settlement Group Members, and over those persons and entities undertaking affirmative obligations under the Settlement.

1
2 6. The Court finds that the Settlement should be approved under Labor Code
3 section 2699(1)(2). Accordingly, the Court hereby finally and unconditionally approves
4 the Settlement.

5 7. The Court finds that each PAGA Settlement Group Member and the State
6 of California releases the Released Parties from any and all PAGA penalties, pursuant
7 to Labor Code section 2699 *et seq.* that: (1) arose or may be alleged to have arisen at
8 any time from March 7, 2015 up to and including the Approval Date, and (2) are based
9 on or arise from alleged violations of the following Labor Code provisions: 201, 202,
10 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, and 1198, which
11 arise from the facts alleged in the Complaint; and the related California Code of
12 Regulations and related sections of the applicable Industrial Welfare Commission Wage
13 Orders, which arise from the facts alleged in the Complaint.

14 8. The Court finds that the Settlement Sum, Net Settlement Amount, and the
15 methodology used to calculate and pay each settlement share, in accordance with the
16 Settlement Agreement, are approved under Labor Code section 2699(1)(2).

17 9. The Court authorizes the Settlement Administrator to calculate and pay the
18 Settlement Sum, in accordance with the terms of the Settlement.

19 10. Out of the Settlement Sum, the following shall be paid:

20 (a) \$239,250 will be paid to Plaintiff's counsel as attorneys' fees;

21 (b) \$13,317 will be paid to Plaintiff's counsel to reimburse costs;

22 (c) \$1000 will be paid to Plaintiff as enhancement;

23 (d) \$3,300 will be paid to a third party to administer the settlement;

24 (e) Of the remaining \$468,133, 75% of that amount (\$351,100) will be paid
25 to the LWDA and 25% (\$117,033) will be allocated to the 156 PAGA Settlement
26 Group Members pursuant to the methods set forth in the Settlement Agreement.

27 11. The Court directs the implementation of all remaining terms, conditions,
28 and provisions of the Settlement.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

12. The Settlement is not an admission by Defendants, nor is this order a finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this order, the Settlement, nor any document referred to herein, or any action taken to carry out the Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever against Defendants. This Order shall not be deemed an “initial violation” under California Labor Code section 2699 *et seq.*

13. This Order dismisses with prejudice the Eighth Cause of Action for violation of PAGA and shall be binding on all PAGA Settlement Group Members and the State of California, who are hereby barred by the doctrine of res judicata from re-litigating the claims released by the Settlement. *See Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009) (holding that a judgment in a representative action brought under PAGA is binding not only on the named employee plaintiff but also on state labor law enforcement agencies and any aggrieved employee not a party to the proceeding.) The Court retains exclusive and continuing jurisdiction over this Action for purposes of supervising, administering, implementing, interpreting, and enforcing this Order, as well as the Settlement.

14. Nothing in this Order or the Settlement shall be construed as an admission or concession by any party. The Settlement and this resulting Order simply represent a compromise of disputed allegations.

15. Plaintiff is directed to submit a copy of this Order to the LWDA within 10 days of the date of this Order.

IT IS SO ORDERED.

DATE: October 23, 2018



CONSUELO B. MARSHALL
United States District Judge