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

JAMES HARDIN,

Plaintiff;

vs.

M. ARTHUR GENSLER JR., &
ASSOCIATES, INC., a California
Corporation; and DOES 1 through 250,
inclusive;

Defendants.

Case No.: BC646526
The Honorable Maren E. Nelson
Department 17

CLASS ACTION

~~[PROPOSED]~~ JUDGMENT

Action Filed: 1/12/2017

CARLIN & BUCHSBAUM LLP
555 EAST OCEAN BOULEVARD, SUITE 818
LONG BEACH, CALIFORNIA 90802

JUDGMENT

1
2
3 Pursuant to the Order Granting Motion For Final Approval Of Class Action Settlement
4 On Conditions, entered by this Court on September 7, 2018, and the Court’s specified
5 conditions being satisfied by the Parties, it is hereby **ORDERED, ADJUDGED, AND**
6 **DECREED** as follows:
7

8
9 1. The Court gives Final Approval to the Settlement as fair, reasonable, and
10 adequate as to each of the Parties, and consistent and in compliance with California law, and
11 directs the Parties and their counsel to implement and consummate the Second Amended Joint
12 Stipulation of Class Action Settlement And Release (“Settlement Agreement”) in accordance
13 with the Settlement Agreement’s terms and provisions. Unless otherwise provided herein, all
14 capitalized terms used herein shall have the same meaning as defined in the Settlement
15 Agreement. The Court finds that the relief with respect to the Class is appropriate, as to the
16 individual members of the Class and as a whole.
17

18
19 2. The Court finds that the notice program implemented pursuant to the Settlement
20 Agreement (i) constituted appropriate notice, (ii) was reasonably calculated, under the
21 circumstances, to apprise members of the Class of the pendency of the Litigation, their right to
22 object or exclude themselves from the proposed Settlement, and to appear at the Final Approval
23 Hearing, and their right to seek monetary and other relief, (iii) was reasonable and constituted
24 due, adequate and sufficient notice to all persons entitled to receive notice, and (iv) met
25 applicable requirements of due process.
26
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28

1 3. Solely for the purposes of effectuating the Settlement, this Court has concluded
2 that certification of the class is appropriate and hereby certifies the Class as defined below (and
3 in the Settlement Agreement) and further concludes that this definition is sufficient for purposes
4 of California Rules of Court 3.765(a) and 3.771 and that the Settlement Agreement is binding on
5 all Class Members, as defined below:
6

7 All current and former non-exempt employees that worked at Gensler in hourly positions
8 in the State of California at any time within the time period from January 12, 2013, up to
9 and through April 4, 2018, excluding those have previously released their claims and
10 those who submit valid and timely Requests for Exclusion with the Claims
11 Administrator.

12 The only timely and valid Request for Exclusion was submitted by Samantha Lee. Accordingly,
13 Samantha Lee is not a Class Member.
14

15
16 4. The Court finds that Plaintiff and Class Counsel adequately represented the Class
17 for the purpose of entering into and implementing the Settlement.
18

19 5. The Court finds no objections were submitted to the Settlement.
20

21 6. The Court adjudges that upon the Effective Date, Plaintiff and the Class
22 Members have fully, finally, and conclusively compromised, settled, discharged, dismissed and
23 released any and all Released Claims as provided and defined in the Settlement Agreement, as
24 follows:

25 The Settlement Class. The Settlement Class hereby releases, discharges, and covenants
26 not to sue M. Arthur Gensler, Jr. & Associates, Inc. ("GENSLER"), and all of its respective past
27 and present employees, directors, officers, attorneys, representatives, insurers, agents, parents,
28 subsidiaries, affiliates, related companies, predecessors, successors, lessees, and assigns, and

1 any entity that could be jointly liable with any of these (individually and collectively
2 “GENSLER Releasees”) from and with respect to all actions, causes of action, suits, liabilities,
3 claims, and demands whatsoever, and each of them, from the beginning of the Class Period to
4 30 days after the date this Court’s Order Granting Preliminary Approval is entered, inclusive,
5 which the Settlement Class, or individual members thereof, has, had, or hereafter may claim to
6 have, against GENSLER Releasees, or any of them, which are based on, arise from, or in any
7 way relate to any and/or all claims and allegations of the Settlement Class set forth in the
8 Complaint and/or any other pleadings filed in this Action, as well as any and all claims and
9 allegations that could have been asserted in Complaint and/or any other pleadings filed in this
10 Action, which include, by way of description, but not by way of limitation, any claims asserting
11 failure to pay overtime, failure to provide meal periods, failure to pay minimum wage, failure to
12 timely pay wages upon termination, failure to provide non-compliant wage statements, failure to
13 record accurate working hours, and failure to provide rest periods, under the California Labor
14 Code, any Wage Order of the California Industrial Welfare Commission (“IWC”), California
15 Business and Professions Code §§ 17200 *et seq.*, and/or any other federal or applicable state,
16 local, or territorial law (“the Settlement Class Released Claims”), and any claims arising from
17 the claims described above. The Settling Parties intend the Settlement Class’ release to be
18 comprehensive in nature, to the maximum extent permitted by law. The Settlement Class
19 Released Claims further include specifically, by way of further description, but not by way of
20 limitation, any and all claims the Settlement Class may have arising out of or in any way related
21 to:

22 (a) Any and all allegations set forth in Complaint and/or any other pleadings
23 filed in this Action;

24 (b) Any and all alleged claims related to wages, hours, and/or working
25 conditions (including, but not limited to, any and all claims related to overtime, meal
26 periods and/or rest periods) that arose from or are related to the causes of action that
27 were asserted or could have been asserted in the Complaint and/or any other pleadings
28 filed in this Action;

1 (c) Any and all claims under the PAGA, California Labor Code §§ 2698 *et*
2 *seq.*, predicated, in whole or in part, on some or all of the allegations that were or could
3 have been set out in the Complaint and/or any other pleadings filed in this Action;

4 (d) Any and all violations of California Business & Professions Code §§
5 17200 *et seq.*, predicated, in whole or in part, on any of the allegations that were or
6 could have been set out in the Complaint and/or any other pleadings filed in this Action;

7 (e) Any and all fines, penalties, wages, premium wages, interest, restitution,
8 liquidated damages, punitive damages, declaratory relief, and/or injunctive relief
9 allegedly due and owing by virtue of the allegations that were or could have been set
10 out in the Complaint and/or any other pleadings filed in this Action, whether based on
11 statutory, regulatory, or common law; and/or

12 (f) Any and all claims for attorneys' fees and/or attorneys' costs/expenses.

13 Notwithstanding any other provision of this Agreement, including without limitation this
14 Paragraph 0, "Settlement Class Released Claims" shall not include claims under the federal
15 Fair Labor Standards Act ("FLSA") arising from a Settlement Class member's employment
16 with GENSLER unless the Settlement Class member has affirmatively opted-in to the case by
17 cashing his/her settlement check provided to him/her under this Agreement.

18 Plaintiff James Harden. Named Plaintiff James Harden hereby releases, discharges, and
19 covenants not to sue the GENSLER Releasees with respect to and from any and all claims,
20 charges of discrimination, demands, liens, agreements, contracts, covenants, actions, suits,
21 causes of action, disputed wages, obligations, debts, expenses, attorneys' fees, damages,
22 penalties, interest, judgments, orders and liabilities of whatever kind or nature in law, equity or
23 otherwise, whether now known or unknown, suspected or unsuspected, and whether or not
24 concealed or hidden, which she now owns or holds or she has at any time heretofore owned or
25 held, arising out of or in any way connected with her employment, separation of employment or
26 any other relationship with the GENSLER Releasees or any other transactions, occurrences, acts
27 or omissions or any loss, damage or injury whatever, known or unknown, suspected or
28 unsuspected, resulting from any act or omission by or on the part of said GENSLER Releasees,

1 or any of them, committed or omitted prior to the date of the Court's Order granting Preliminary
2 Approval (collectively, "Named Plaintiff's Claims"). The Settling Parties intend the Named
3 Plaintiff's release to be general and comprehensive in nature and to release all Named Plaintiff's
4 Claims and potential Named Plaintiff's Claims against the GENSLER Releasees to the
5 maximum extent permitted by law. Named Plaintiff's Claims being released include
6 specifically, by way of description, but not by way of limitation, any and all Named Plaintiff's
7 Claims arising out of or in any way related to: (i) any interactions between the Named Plaintiff
8 and the GENSLER Releasees; (ii) the Named Plaintiff's employment, separation of
9 employment, contractual, and/or quasi-contractual relationship with GENSLER Releasees; (iii)
10 any allegations as to disputed wages, remuneration, and/or other compensation, due by
11 operation of statute, ordinance, regulation, wage order, contract, or quasi-contract; (iv) any
12 federal, state, or local law prohibiting discrimination or retaliation on any basis of age, race,
13 color, ancestry, religion, disability, sex, sexual orientation, gender identity, national origin, or
14 citizenship, including, without limitation, any such claims under Title VII, the California Fair
15 Employment and Housing Act, the California Labor Code, the California IWC Wage Orders,
16 the Employee Retirement Income Security Act, and the Americans With Disabilities Act or any
17 other similar statutes whatever the city, county, state, or country of enactment; (v) any claims
18 under the Family and Medical Leave Act of 1993 and/or the California Family Rights Act; (vi)
19 any transactions, occurrences, acts, statements, disclosures, or omissions occurring prior to the
20 date of the Court's order granting Preliminary Approval; and (vii) any other tort or contract
21 claims.

22 The Named Plaintiff intends that this Agreement shall be effective as a bar to the Named
23 Plaintiff's Claims and expressly waives any and all rights or benefits under Section 1542 of the
24 California Civil Code, or any similar provisions under state, federal, or local law. California
25 Civil Code Section 1542 provides as follows:

26 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH**
27 **THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS**
28 **OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,**

1 **WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY**
2 **AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

3 As to any and all of the Named Plaintiff's Claims, the Named Plaintiff understands fully the
4 statutory language of California Civil Code Section 1542, and, with this understanding, assumes
5 all risks for claims released hereunder that have already arisen or may in the future arise,
6 whether known or unknown, suspected or unsuspected, and specifically waives all rights she
7 may have under California Civil Code § 1542, or any similar provision under state, federal, or
8 local law. The Named Plaintiff understands that, if any of the facts relating in any manner to
9 facts that were alleged or could have been alleged in the Complaint and/or any other pleading
10 filed in this Action, or to the release and dismissal of claims as provided in this Agreement, are
11 hereafter found to be other than or different from the facts now believed to be true, he has
12 expressly accepted and assumed that risk and agrees that this Agreement and the release of the
13 Named Plaintiff's Claims contained herein shall nevertheless remain effective. As to any and
14 all of the Named Plaintiff's Claims, Named Plaintiff desires and intends, or is deemed to desire
15 and intend, that this Agreement shall be given full force and effect according to each and all of
16 its express terms and provisions, including those relating to unknown and unsuspected claims, if
17 any, as well as those relating to the Named Plaintiff's Claims.

18
19 7. Pursuant to Paragraph 52 of the Settlement Agreement, the Court finds that
20 members of the Settlement Class who cash their settlement checks provided to them under this
21 Settlement thereby indicate their desire to opt-in to a class settlement of FLSA claims.
22 Accordingly, the cashing of a settlement check shall constitute binding and irrefutable evidence
23 that the Settlement Class member in question desired and intended to, and did, opt into an FLSA
24 settlement and released all claims under the Fair Labor Standards Act of 1928, as amended.

25
26 8. Nothing in this Final Order nor any aspect of this Settlement is to be offered as
27 evidence of, or construed or deemed as an admission of, liability, culpability, negligence, or
28 wrongdoing on the party of any Defendants or their employees, agents or any related entity.

1 Without limiting the generality of the foregoing, nothing in this Final Order and Judgment or the
2 Settlement Agreement shall be offered or construed as an admission or evidence of the propriety
3 or feasibility of certifying a class in this lawsuit or any other action, and nothing herein shall be
4 offered or construed as an admission or evidence of impropriety or wrongdoing by Defendants.
5

6 9. The Court approves Class Counsel's request for Attorney's Fees of \$399,600.00
7 and Costs in the amount of \$10,000.00. The Attorney's Fees and Costs shall be paid in
8 accordance with the Settlement. The Parties are to bear their own attorney's fees and costs
9 except as otherwise provided in this paragraph.
10

11 10. The Court further approves payment of an incentive award in an amount of
12 \$7,000.00 to the class representative: James Hardin. This payment is to come out of the Gross
13 Settlement Value in recognition of his services on behalf of the Class in this Action, which is in
14 addition to his payments as a participating claimant. The incentive award will be paid in
15 accordance with the terms of the Settlement.
16

17 11. The Court approves the Claims Administration Fee of \$13,389.00, to be paid to
18 Simpluris out of the Gross Settlement Value.
19

20 12. The Court approves the LWDA Payment in the amount of \$80,000.00, with
21 \$60,000.00 going to the LWDA and \$20,000.00 to be included within the Net Settlement Value.
22

23 13. The Court approves the payments to the Participating Class Members according
24 to the terms of the Settlement Agreement and this Final Order and Judgment. Upon the
25 Effective Date, the Plaintiff and all members of the Settlement Class, shall have, by operation of
26 this Final Order and Judgment, finally, and forever released, relinquished, and discharged
27 Defendant from all claims as defined by the Settlement Agreement. Upon the Effective Date,
28 Plaintiff and all members of the Settlement Class shall be and ^{is} ~~are~~ hereby permanently barred *ym*

1 and enjoined from instituting or prosecuting any and all of the Released Claims, as defined in
2 the Settlement Agreement.

3
4 14. Without affecting the finality of the Final Order for purposes of appeal, and
5 pursuant to California Code of Civil Procedure Section 664.6 and California Rule of Court
6 3.769(h), the Court reserves jurisdiction over the Parties as to all matters relating to the
7 implementation, administration, enforcement, and interpretation of the Settlement Agreement,
8 the Preliminary Approval Order, and this Final Order and Judgment, and for any other necessary
9 purposes.

10
11 15. This document shall constitute a Judgment for purposes of California Rule of
12 Court 3.769(h). The Parties are ordered to cause a copy of this Final Order and Judgment to be
13 posted by the Claims Administrator, Simpluris, on its website, in order to provide notice to the
14 Class as required by California Rule of Court 3.771(b).

15
16 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

17
18 Dated: _____

10/5/18

Maren E. Nelson

Hon. Maren E. Nelson
Los Angeles County Superior Court Judge