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

KENNETH MURRAY, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

vs.

NEW WORLD VAN LINES OF SAN
FRANCISCO, a California corporation; NEW
WORLD VAN LINES, an unknown business
entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: RG21095207

Honorable Brad Seligman
Department 23

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Reservation No. A-21095207-003

Date: June 20, 2023

Time: 3:00 p.m.

Department: 23

Complaint Filed: April 6, 2021

FAC Filed: October 15, 2021

Trial Date: None Set

1 This matter has come before the Honorable Brad Seligman in Department 23 of the above-
2 entitled Court, located at 1221 Oak Street Oakland, California 94612, on Plaintiff Kenneth
3 Murray's ("Plaintiff") Motion for Final Approval of Class Action and PAGA Settlement,
4 Attorneys' Fees and Costs, and Class Representative Service Award ("Motion for Final
5 Approval"). Lawyers *for* Justice, PC appeared on behalf of Plaintiff, and Gordon Rees Scully
6 Mansukhani, LLP appeared on behalf of Defendants New World Van Lines of San Francisco and
7 New World Van Lines, Inc. ("Defendants") (together with Plaintiff, the "Parties").

8 On October 13, 2022, the Court entered the Order Granting Preliminary Approval of Class
9 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
10 of the above-entitled action ("Action") in accordance with the Joint Settlement Agreement of Class
11 Action and Private Attorneys General Act Class Settlement ("Settlement," "Agreement," or
12 "Settlement Agreement"), which, together with the exhibits annexed thereto, set forth the terms
13 and conditions for settlement of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties' papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

17 1. All terms used herein shall have the same meaning as defined in the Settlement
18 Agreement and the Preliminary Approval Order.

19 2. This Court has jurisdiction over the claims of the Class Members asserted in this
20 proceeding and over all parties to the Action.

21 3. The Court finds that the applicable requirements of California Code of Civil
22 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
23 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
24 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
25 hereby defined to include:

26 All current and former hourly-paid or non-exempt employees who were
27 employed with any of the Defendants within the State of California at any time
28 during the period from April 6, 2017 through August 23, 2022 ("Class" or "Class
Members").

1 4. The Notice of Class Action Settlement (“Class Notice”) that was provided to the
2 Class Members, fully and accurately informed the Class Members of all material elements of the
3 Settlement and of their opportunity to participate in, object to or comment thereon, or to seek
4 exclusion from, the Settlement; was the best notice practicable under the circumstances; was valid,
5 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of
6 California, the United States Constitution, due process and other applicable law. The Class Notice
7 fairly and adequately described the Settlement and provided the Class Members with adequate
8 instructions and a variety of means to obtain additional information.

9 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
10 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
11 specifically, the Court finds that the Settlement was reached following meaningful discovery and
12 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
13 result of serious, informed, adversarial, and arms-length negotiations between the Parties; and that
14 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
15 Court has considered all of the evidence presented, including evidence regarding the strength of
16 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of
17 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
18 completed; and the experience and views of Class Counsel. The Court has further considered the
19 absence of Objections to, and Opt Outs from, the Settlement submitted by Class Members.
20 Accordingly, the Court hereby directs that the Settlement be effected in accordance with the
21 Settlement Agreement and the following terms and conditions.

22 6. A full opportunity has been afforded to the Class Members to participate in the
23 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
24 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
25 the Settlement. Accordingly, the Court determines that all Class Members who do not opt out of
26 the Class Settlement (“Settlement Class Members”) are bound by this Final Approval Order and
27 Judgment.

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1 7. The Court finds that the allocation of Twenty-Five Thousand Dollars (\$25,000.00)
2 toward penalties under the California Private Attorneys General Act of 2004 (“PAGA Payment”),
3 is fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall
4 distribute the PAGA Payment as follows: the amount of \$18,750.00 to the California Labor and
5 Workforce Development Agency, and the amount of \$6,250.00 to PAGA Group Members,
6 according to the terms and methodology set forth in the Settlement Agreement.

7 8. The Court finds that payment of Settlement Administration Costs in the amount of
8 \$6,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
9 notice and settlement administration process. It is hereby ordered that the Settlement
10 Administrator, Phoenix Settlement Administrators, shall issue payment to itself in the amount of
11 \$6,000.00, in accordance with the terms and methodology set forth in Settlement Agreement.

12 9. The Court finds that the Class Representative Service Award sought is fair and
13 reasonable for the work performed by Plaintiff on behalf of the Class. It is hereby ordered that the
14 Settlement Administrator issue payment in the amount of \$7,500.00 to Plaintiff Kenneth Murray
15 for his Class Representative Service Award, according to the terms and methodology set forth in
16 the Settlement Agreement.

17 10. The Court finds that the request for attorneys’ fees in the amount of \$122,500.00 to
18 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
19 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
20 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
21 amount of \$122,500.00 to Class Counsel for attorneys’ fees, in accordance with the terms and
22 methodology set forth in the Settlement Agreement.

23 11. The Court finds that reimbursement of litigation costs and expenses in the amount
24 of \$13,044.41 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
25 Settlement Administrator issue payment in the amount of \$13,044.41 to Class Counsel for
26 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
27 forth in the Settlement Agreement.
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1 12. The Court hereby enters Judgment by which Settlement Class Members shall be
2 conclusively determined to have given a release of any and all Released Class Claims against the
3 Released Parties, as set forth in the Settlement Agreement and Class Notice.

4 13. It is hereby ordered that Defendants shall deposit the Gross Settlement Amount plus
5 an amount sufficient for Employer Taxes into an account established by the Settlement
6 Administrator within thirty (30) calendar days after the Effective Date, in accordance with the
7 terms and methodology set forth in the Settlement Agreement.

8 14. It is hereby ordered that the Settlement Administrator shall distribute Individual
9 Settlement Payments to the Settlement Class Members and PAGA Payment Shares to PAGA
10 Group Members within seven (7) calendar days after Defendants fund the Gross Settlement
11 Amount and Employer Taxes, according to the methodology and terms set forth in the Settlement
12 Agreement.

13 15. Each check issued to a Settlement Class Member and/or PAGA Group Member for
14 his or her Individual Settlement Payment and/or PAGA Payment Share shall remain valid and
15 negotiable for 180 calendar days from the date the checks are issued, and thereafter, the check(s)
16 shall be cancelled. The funds associated with such canceled checks shall be transmitted to Legal
17 Aid Society of San Mateo County. After the 180-day check-cashing deadline, the attorneys for the
18 Parties shall file a stipulation to amend the judgment that sets forth the total amount paid to
19 Settlement Class Members and the amount of unpaid residue, plus any interest on such funds, to
20 be paid to the *cy pres*.

21 16. After entry of this Final Approval Order and Judgment, pursuant to California Rules
22 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
23 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
24 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
25 any dispute arising from or in connection with the distribution of settlement benefits.

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1 17. Notice of entry of this Final Approval Order and Judgment shall be given to the
2 Class Members by posting a copy of the Final Approval Order and Judgment on Phoenix
3 Settlement Administrators' website for a period of at least sixty (60) calendar days after the date
4 of entry of this Final Approval Order and Judgment. Individualized notice is not required.
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7 Dated: _____

HONORABLE BRAD SELIGMAN
JUDGE OF THE SUPERIOR COURT
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