



FILED
San Francisco County Superior Court

JUN 05 2025

CLERK OF THE SUPERIOR COURT

By Julia Green Deputy

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
DEPARTMENT 304

MINDI PENDLETON, on behalf of the
State of California,

Plaintiff,

v.

BLUECREW STAFFING, INC. a
Delaware Corporation; BLUECREW,
LLC, a Delaware Limited Liability
Company; and DOES 1-50, inclusive,

Defendants.

Lead Case No.: CGC-22-601316
Consolidated with Case No. CGC-22-603353

ORDER GRANTING APPROVAL OF PAGA
SETTLEMENT

MICHAEL DELA CRUZ, on behalf of
the State of California, as a private
attorney general,

Plaintiff,

v.

BLUECREW, LLC, a Limited Liability
Company; BLUECREW STAFFING,
INC. and DOES 1 through 50, inclusive,

Defendants.

1 The Court has reviewed and considered the motion of Plaintiffs Mindi Pendleton and Michael
2 Dela Cruz as private attorneys general under the Labor Code Private Attorneys General Act of 2004,
3 Labor Code § 2698, *et seq.* ("PAGA"), for approval of the Amended Settlement Agreement and Release
4 of Claims ("Settlement" or "Settlement Agreement") attached as Exhibit 8 to the Supplemental
5 Declaration of Mitchell J. Murray filed May 22, 2025. Good cause having been shown, the Court
6 hereby approves the Settlement and hereby orders the following:

7 1. This Order adopts and incorporates by reference the terms and conditions of the
8 Settlement Agreement.

9 2. The Court has jurisdiction over the subject matter of the action and over all Parties to the
10 action, including all Aggrieved Employees.

11 3. The Settlement Agreement has been submitted to the Labor and Workforce
12 Development Agency ("LWDA") in conformity with Labor Code § 2699(s)(2).

13 4. The Aggrieved Employees covered by the Settlement consist of the following
14 individuals: all persons who were employed by Defendants in California in a non-exempt or hourly-paid
15 role and who received wages for work performed for Defendants at any time during the Settlement
16 Period, November 3, 2021 through February 23, 2025.

17 5. The Court has considered all relevant factors for determining the fairness of the
18 Settlement, and has concluded that all such factors weigh in favor of approving the Settlement. In
19 particular, the Court finds that the Settlement was reached following meaningful discovery and
20 investigation conducted by Plaintiffs; that the Settlement is the result of serious, informed, adversarial,
21 and arm's-length negotiations between the Parties; and that the terms of the Settlement are in all respects
22 fair, adequate, and reasonable. In so finding, the Court has considered all evidence presented, including
23 evidence regarding the strength of Plaintiffs' PAGA claims; the risk, expense, and complexity of the
24 claims presented; the likely duration of further litigation; the amount offered in settlement; the extent of
25 investigation and discovery completed; and the experience and views of counsel. The Parties have
26 provided the Court with sufficient information about the nature and magnitude of the claims being
27 settled, as well as the impediments to recovery, to make an independent assessment of the
28 reasonableness of the terms to which the Parties have agreed. Accordingly, the Court hereby finds that

1 the Settlement is, in all respects, fair, reasonable, and adequate, and hereby directs implementation of all
2 remaining terms, conditions, and provisions of the Settlement.

3 6. The Court approves the Gross Settlement Fund of \$2,200,000.

4 7. The Court hereby awards \$733,333.33 in attorneys' fees and \$37,928.62 in litigation
5 costs to Plaintiffs' Counsel, Farnaes & Lucio, APC and Blumenthal Nordrehaug Bhowmik De Blouw
6 LLP.

7 8. The Court approves Service Awards of \$2,500, each, to Plaintiffs Mindi Pendleton and
8 Michael Dela Cruz.

9 9. The Court appoints Apex Class Action Administration to serve as the Settlement
10 Administrator, and approves Settlement Administration Costs of \$41,500. The Court directs the
11 Settlement Administrator to administer the Settlement and to make the payments as provided by the
12 Settlement Agreement, this Order, and Judgment.

13 10. After deducting the approved amounts for attorneys' fees and costs, service award
14 payments, and settlement administration costs, the net settlement amount of \$1,382,238.05 will be
15 allocated as follows: Seventy-Five Percent (75%), or approximately \$1,036,678.54, shall be paid to the
16 LWDA, and the remaining Twenty-Five Percent (25%), or approximately \$345,559.51, shall be paid to
17 Aggrieved Employees in the manner set forth in the Settlement Agreement.

18 11. The Court has reviewed and approves of the Notice of Settlement Payment, attached as
19 Exhibit A to the Settlement Agreement, for distribution to Aggrieved Employees, except as follows. In
20 Section A, the notice states the Court approved the filing of a First Amended Consolidated Complaint on
21 April 7, 2025. However, that date should be April 17, 2025.

22 12. A status conference regarding settlement distribution is set for April 21, 2026 at 9:00
23 a.m. A joint status report, accompanied by an admissible evidentiary declaration, shall be filed no later
24 than five court days prior to the status conference. The joint status report must state the date Individual
25 PAGA Payments were made, the number of checks issued, the number of uncashed checks, and the total
26 amount of residual funds to be tendered to the California Controller's Unclaimed Property Fund.

27 13. The Settlement is not an admission by Defendants, nor is this Order a finding of the
28 validity of any allegations or of any wrongdoing by Defendants. Neither this Order, the Settlement, nor

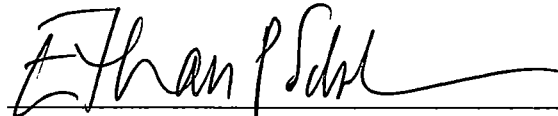
1 any document referred to herein, nor any action taken to carry out the Settlement, may be construed as,
2 or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
3 by or against Defendants.

4 14. The Court reserves exclusive and continuing jurisdiction over this matter for the
5 purposes of supervising the implementation, enforcement, construction, administration, and
6 interpretation of the Settlement Agreement.

7 15. Within ten days after entry of this Order, Plaintiffs shall submit a copy of this Order to
8 the LWDA pursuant to Labor Code § 2699(s)(3).

9
10 IT IS SO ORDERED.

11 Dated: June 5, 2025



Ethan P. Schulman
Judge of the Superior Court

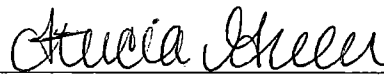
CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.260(g))

I, Felicia Green, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On June 5, 2025, I electronically served ORDER GRANTING APPROVAL OF PAGA SETTLEMENT via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: JUN 05 2025

Brandon E. Riley, Court Executive Officer

By: 
Felicia Green, Deputy Clerk