

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Website: www.bamlawca.com

11 Attorneys for Plaintiff

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF LOS ANGELES

14 SELENE MURILLO, an individual, on behalf
15 of herself and on behalf of all persons
16 similarly situated,

17 Plaintiff,

18 vs.

19 CRANE WORLDWIDE LOGISTICS LLC, a
20 Limited Liability Company; and DOES 1
21 through 50, inclusive,

22 Defendants.

CASE NO.: 23STCV22869

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

Hearing Date: April 24, 2025

Hearing Time: 10:30 a.m.

Judge: Hon. Carolyn B. Kuhl

Dept: SS-12

Date Filed: September 21, 2023

Trial Date: Not set

1 The unopposed motion of Plaintiff Selene Murillo (“Plaintiff”) for an order finally
2 approving the Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant
3 Crane Worldwide Logistics LLC (“Defendant”), attorneys’ fees and costs, service payment, and
4 the expenses of the Administrator duly came on for hearing on April 24, 2025 before the
5 Honorable Carolyn B. Kuhl.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of Los Angeles, and over all
13 Parties to this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Six Hundred Sixty Thousand
16 Dollars (\$660,000) and the terms set forth in the Agreement are fair, reasonable, and adequate.
- 17 4. The Court further finds that the Settlement was the result of arm’s length
18 negotiations conducted after Class Counsel had adequately investigated the claims and became
19 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
20 Settlement, and the assistance of an experienced mediator in the settlement process, among other
21 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

22 **Preliminary Approval of the Settlement**

- 23 5. On December 3, 2024, the Court granted preliminary approval of the Settlement.
24 At this same time, the Court approved conditional certification of the Class for settlement
25 purposes only.

26 **Notice to the Class**

- 27 6. In compliance with the Preliminary Approval Order, the Court-approved Class
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1 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
2 about January 2, 2025. Mailing of the Class Notice to their last-known addresses was the best
3 notice practicable under the circumstances and was reasonably calculated to communicate actual
4 notice of the litigation and the proposed settlement to the Class. The Class Notice given to the
5 Class Members fully and accurately informed the Class Members of all material elements of the
6 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
7 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
8 fully with the laws of the State of California, the United States Constitution, due process and other
9 applicable law. The Class Notice fairly and adequately described the Settlement and provided
10 Class Members adequate instructions and a variety of means to obtain additional information.

11 7. The Response Deadline for opting out or submitting written objections to the
12 Settlement was March 3, 2025, which for re-mailings was extended by fourteen (14) days. There
13 was an adequate interval between notice and the deadline to permit Class Members to choose what
14 to do and to act on their decision. A full and fair opportunity has been afforded to the Class
15 Members to participate in this hearing, and all Class Members and other persons wishing to be
16 heard have had a full and fair opportunity to be heard. Class Members also have had a full and
17 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
18 Court determines that all Class Members who did not timely and properly submit a request for
19 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

20 **Fairness of the Settlement**

21 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
22 48 Cal.App.4th 1794, 1801 (1996).

23 a. The settlement was reached through arm's-length bargaining between the
24 Parties during an all-day mediation before Marc Feder, an experienced mediator of wage and hour
25 class actions. There has been no collusion between the Parties in reaching the Settlement.

26 b. Plaintiff and Class Counsel's investigation and discovery have been
27 sufficient to allow the Court and counsel to act intelligently.

1 c. Counsel for all Parties are experienced in similar employment class action
2 litigation. Class Counsel recommended approval of the Agreement.

3 d. The percentage of objectors and requests for exclusion is small. No
4 objections were received. No requests for exclusion were received.

5 e. The participation rate was high. 178 Participating Class Members will be
6 mailed a settlement payment, representing 100% of the overall Class.

7 9. The consideration to be given to the Class Members under the terms of the
8 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
9 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
10 Members' claims, given the uncertainties and significant risks of the litigation and the delays
11 which would ensue from continued prosecution of the action.

12 10. The Agreement is approved as fair, adequate and reasonable and in the best
13 interests of the Class Members.

14 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

15 11. An award of \$220,000 for attorneys' fees, representing one-third of the Gross
16 Settlement Amount, and \$17,531.04 for litigation costs and expenses, is reasonable, in light of the
17 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
18 achieved by Class Counsel. The requested awards have been supported by Class Counsel's
19 lodestar and billing statement.

20 **Class Representative Service Payment**

21 12. The Agreement provides for a Class Representative Service Payment of not more
22 than \$10,000 to the Plaintiff, subject to the Court's approval. The Court finds that Class
23 Representative Service Payment in the amount of \$10,000 to the Plaintiff is reasonable in light of
24 the risks and burdens undertaken by the Plaintiff in this litigation and for his time and effort in
25 bringing and prosecuting this matter on behalf of the Class.

26 **Administration Expenses Payment**

27 13. The Administrator shall calculate and administer the payment to be made to the
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1 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
2 Class Representative Service Payment to the Plaintiff, issue all required tax reporting forms,
3 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
4 Administrator has documented \$5,500 in fees and expenses, and this amount is reasonable in light
5 of the work performed by the Administrator.

6 **PAGA Penalties**

7 14. The Agreement provides for a PAGA Penalties out of the Gross Settlement
8 Amount of \$5,000, which shall be allocated \$3,750 to the Labor & Workforce Development
9 Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
10 Agreement pursuant to the PAGA and \$1,250 to be distributed to the Aggrieved Employees and
11 allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
12 (\$1,250) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during
13 the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay
14 Periods. "Aggrieved Employees" are all individuals who were employed by Defendant in
15 California and classified as a non-exempt employee at any time during the PAGA Period (August
16 15, 2022 through December 3, 2024). Pursuant to Labor Code section 2699, subdivision (l)(2),
17 the LWDA was provided notice of the Agreement and these settlement terms and has not indicated
18 any objection thereto. The Court finds the PAGA Penalties to be reasonable.

19 **II.**

20 **ORDERS**

21 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

22 15. The Class is certified for the purposes of settlement only. The Class is defined as
23 follows:

24 All individuals who were employed by Defendant in California and classified as a
25 non-exempt employee at any time during the Class Period (September 21, 2019
through December 3, 2024).

26 16. All persons who meet the foregoing definition are members of the Class, except for
27 those individuals who filed a valid request for exclusion ("opt out") from the Class. There were
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1 no individuals who requested exclusion from the Class.

2 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
3 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund
4 the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to
5 the Administrator no later than 14 days after the Effective Date.

6 18. Class Counsel are awarded attorneys' fees in the amount of \$220,000 and costs in
7 the amount of \$17,531.04. Class Counsel shall not seek or obtain any other compensation or
8 reimbursement from Defendant, Plaintiff or members of the Class.

9 19. The payment of Class Representative Service Payment in the amount of \$10,000 to
10 the Plaintiff is approved.

11 20. The payment of \$5,500 to the Administrator for its fees and expenses is approved.

12 21. The PAGA Penalties of \$5,000 is approved and is to be distributed in accordance
13 with the Agreement.

14 22. Pursuant to Labor Code section 2699, subdivision (l)(2), Class Counsel shall
15 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
16 entry.

17 23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
18 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
19 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
20 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
21 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
22 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
23 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
24 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
25 evidence of, an admission or concession with regard to the denials or defenses by Defendant.
26 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
27 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
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1 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
2 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
3 Claims and/or Released PAGA Claims.

4 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
5 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
6 and Judgment shall be posted on the Administrator's website as set forth in the Class Notice to the
7 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
8 to individual Class Members.

9 25. If the Agreement does not become final and effective in accordance with the terms
10 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
11 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
12 revert to their respective positions as of before entering into the Agreement, and expressly reserve
13 their respective rights regarding the prosecution and defense of this Action, including all available
14 defenses and affirmative defenses, and arguments that any claim in the Action could not be
15 certified as a class action and/or managed as a representative action.

16 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

17 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
18 Plaintiffs, and all members of the Class, shall take nothing in the Action.

19 27. All Parties shall bear their own attorneys' fees and costs, except as otherwise
20 provided in the Agreement and in this Final Approval Order and Judgment.

21 28. Effective on the date when Defendant fully funds the entire Gross Settlement
22 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
23 Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will
24 release claims against Defendant and all Released Parties as follows:

25 (a) All Participating Class Members, on behalf of themselves and their
26 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
27 and assigns, release Released Parties from the Released Class Claims. The "Released Class
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1 Claims” are all claims that were alleged, or reasonably could have been alleged, based on the
2 Class Period facts stated in the Operative Complaint, for unpaid wages (including premiums) or
3 other compensation allegedly owed, or for damages, penalties, restitution, interest, liquidated
4 damages, attorneys’ fees, or costs, or any other recovery including under the California Labor
5 Code and corresponding provisions of Wage Orders, for: (1) Unfair Competition, (2) Failure to
6 Pay Minimum Wages, (3) Failure to Pay Overtime Wages, (4) Failure to Provide Meal Periods,
7 (5) Failure to Provide Rest Periods, (6) Failure to Provide Accurate Wage Statements, (7) Failure
8 to Reimburse Business Expenses, (8) Failure to Provide Wages When Due, and (9) Failure to Pay
9 Sick Pay, and including claims under Labor Code §§ 201-204, 210, 218, 221, 226, 226.7, 227.3,
10 246, 510, 512, 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section
11 11040, Subdivision 5 (A)-(B), California Code of Regulations, Title 8 Section 1 1070 (14) (Failure
12 to Provide Seating), and the IWC Wage Orders. Except as expressly set forth in the Agreement,
13 Participating Class Members do not release any other claims, including claims for vested benefits,
14 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
15 insurance, disability, social security, workers’ compensation, or claims based on facts occurring
16 outside the Class Period.

17 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf
18 of themselves and their respective former and present representatives, agents, attorneys, heirs,
19 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
20 The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably
21 could have been alleged, based on the PAGA Period facts stated in the Operative Complaint
22 and/or the PAGA Notice including Labor Code §§ 201-204, 210, 218, 221, 226, 226.7, 227.3, 246,
23 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section
24 11040, Subdivision 5 (A)-(B), California Code of Regulations, Title 8 Section 1 1070 (14) (Failure
25 to Provide Seating), and the IWC Wage Orders, that accrued at any time during the PAGA Period.
26 The Released PAGA Claims do not include other PAGA claims, underlying wage and hour
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1 claims, claims for wrongful termination, discrimination, unemployment insurance, disability and
2 worker's compensation, and claims outside of the PAGA Period.

3 (c) Plaintiff and all persons purporting to act on Plaintiff's behalf or purporting
4 to assert a claim under or through her shall be deemed to have fully, finally, and forever released,
5 settled, compromised, relinquished and discharged any and all of the Released Parties of and from
6 any and all claims, known or unknown, asserted and unasserted, that he has or may have had
7 against Defendant or any of the other Released Parties from the beginning of time through the date
8 Plaintiff signs the Settlement Agreement, including, but not limited to, any claims concerning
9 Plaintiff's employment and/or the termination of his employment with Defendant, any claims
10 based on the California Labor Code (including for wages, bonuses, severance pay, employment
11 benefits, stock options), violation of any personnel policy, any claims based on discrimination,
12 harassment, unlawful retaliation, violation of public policy, wrongful termination, or damages of
13 any kind whatsoever, arising out of any common law torts, contracts, express or implied, any
14 covenant of good faith and fair dealing, any theory of wrongful discharge, any theory of
15 negligence, any theory of retaliation, any legal restriction on any affiliated entity's right to
16 terminate the employment relationship, or any federal, state, local, or other governmental statute,
17 executive order, regulation or ordinance, or common law, or any other basis whatsoever, to the
18 fullest extent provided by law ("Plaintiff's Release"), as fully set forth in the Agreement.

19 29. For any Class Member or Aggrieved Employee whose Individual Class Payment
20 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
21 Administrator shall transmit the funds represented by such checks to the California Controller's
22 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
23 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

24 30. The Court hereby enters judgment in the entire Action as of the filing date of this
25 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
26 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
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1 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
2 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

3 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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5 Dated: _____

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HON. CAROLYN B. KUHL
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

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FINAL APPROVAL ORDER AND JUDGMENT