

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 Email: [Kyle@bamlawca.com](mailto:Kyle@bamlawca.com)

11 Website: [www.bamlawca.com](http://www.bamlawca.com)

12 Attorney for Plaintiff

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
14 COUNTY OF SAN DIEGO

15 HIRSI MURSAL, an individual, on behalf of  
16 himself and on behalf of all persons similarly  
17 situated,

18 Plaintiff,

19 vs.

20 TORAY MEMBRANE USA, INC., a  
21 California Corporation; and DOES 1 through  
22 50, inclusive,

23 Defendants.

CASE NO.: **37-2024-00001450-CU-OE-CTL**

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

Hearing Date: July 25, 2025

Hearing Time: 9:10 a.m.

Judge: Hon. Judy S. Bae

Dept.: 62

Date Action Filed: January 12, 2024

Trial Date: Not set

1 The motion of Plaintiff Hirsi Mursal (“Plaintiff”) for an order finally approving the Class  
2 Action and PAGA Settlement Agreement (“Agreement”) with Defendant Toray Membrane USA,  
3 Inc. (“Defendant”) and for an award of attorneys’ fees and costs, service payment, and the fees of  
4 the Administrator duly came on for hearing on July 25, 2025 before the Honorable Judy S. Bae.

5 **I.**

6 **FINDINGS**

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

- 9 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 10 2. This Court has jurisdiction over the subject matter of this litigation pending before  
11 the California Superior Court for the County of San Diego, and over all Parties to this litigation,  
12 including the Class.
- 13 3. Based on a review of the papers submitted by Plaintiff and a review of the  
14 applicable law, the Court finds that the Gross Settlement Amount of Six Hundred Fifty Thousand  
15 Dollars (\$650,000) and the terms set forth in the Agreement are fair, reasonable, and adequate.
- 16 4. The Court further finds that the Settlement was the result of arm’s length  
17 negotiations conducted after Class Counsel had adequately investigated the claims and became  
18 familiar with the strengths and weaknesses of those claims. In particular, the amount of the  
19 Settlement, the significant risks relating to certification, liability, and damages issues, and the  
20 assistance of an experienced mediator in the settlement process, among other factors, support the  
21 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

22 **Preliminary Approval of the Settlement**

- 23 5. On January 24, 2025, the Court granted preliminary approval of the Settlement. At  
24 this same time, the Court approved conditional certification of the Class for settlement purposes  
25 only.

26 **Notice to the Class**

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1           6.       In compliance with the Preliminary Approval Order, the Class Notice was mailed  
2 by first class mail to members of the Class at their last known addresses on or about February 28,  
3 2025. Mailing of the Class Notice to their last known addresses was the best notice option under  
4 the circumstances and was reasonably calculated to communicate actual notice of the litigation  
5 and the proposed settlement to the Class. The Class Notice given to the Class Members fully and  
6 accurately informed the Class Members of all material elements of the proposed Settlement and of  
7 their opportunity to object to or comment thereon or to seek exclusion from the Settlement;  
8 constituted valid, due, and sufficient notice to all Class Members; and complied fully with the  
9 laws of the State of California, the United States Constitution, due process and other applicable  
10 law. The Class Notice fairly and adequately described the Settlement and provided Class  
11 Members adequate instructions and a variety of means to obtain additional information.

12           7.       The Response Deadline for opting out of the Class or submitting written objections  
13 to the Settlement was April 29, 2025, which was extended by 14 days for re-mailed Class Notices.  
14 There was an adequate interval between mailing of the Class Notice and the response deadline to  
15 permit Class Members to choose what to do and act on their decision. A full opportunity has been  
16 afforded to the Participating Class Members to participate in this hearing, and all Participating  
17 Class Members and other persons wishing to be heard have been heard. Class Members also have  
18 had a full and fair opportunity to exclude themselves from the proposed Settlement and Class.  
19 Accordingly, the Court determines that all Class Members who did not timely and properly submit  
20 a request for exclusion are bound by the Settlement and this Final Approval Order and Judgment.

21           **Fairness Of Settlement**

22           8.       The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*  
23 48 Cal.App.4th 1794, 1801 (1996).

24           a.       The settlement was reached through arm's-length bargaining between the  
25 parties during an all-day mediation before Jeffrey Ross, a respected and experienced mediator of  
26 wage and hour class actions. There has been no collusion between the parties in reaching the  
27 proposed settlement.

1                   b.       Plaintiff's investigation and discovery have been sufficient to allow the  
2 Court and counsel to act intelligently.

3                   c.       Counsel for both parties are experienced in similar employment class action  
4 litigation. All counsel recommended approval of the Agreement.

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

7                   e.       The participation rate was high. 203 Participating Class Members will be  
8 mailed a settlement payment, representing 100% of the overall Class.

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

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

16               **Attorneys' Fees and Costs**

17               11.      An award of \$216,666 for attorneys' fees, representing one-third of the Gross  
18 Settlement Amount, and \$21,903.32 for litigation costs and expenses, is reasonable, in light of the  
19 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results  
20 achieved by Class Counsel. The requested awards have been supported by Class Counsel's  
21 lodestar and billing statement.

22               **Class Representative Service Payment**

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

1                   **Administration Expenses Payment**

2           13.     The Administrator shall calculate and administer the payment to be made to the  
3 Participating Class Members in the manner set forth in the Agreement, transmit payment for  
4 attorneys' fees and costs to Class Counsel, transmit the Class Representative Service Payment to  
5 the Plaintiff, distribute the PAGA Penalties, issue any required tax reporting forms, calculate  
6 withholdings and perform the other remaining duties set forth in the Agreement. The  
7 Administrator has documented \$7,750 in fees and expenses, and this amount is reasonable in light  
8 of the work performed by the Administrator.

9                   **PAGA Penalties**

10          14.     The Agreement provides for PAGA Penalties out of the Gross Settlement Amount  
11 of \$40,000, which shall be allocated with 75% (\$30,000) allocated to the LWDA PAGA Payment  
12 and 25% (\$10,000) allocated to the Individual PAGA Payments to be distributed to the Aggrieved  
13 Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the  
14 amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$10,000) by the total  
15 number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and  
16 (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "Aggrieved  
17 Employees" are all individuals who are or previously were employed by Defendant in the State of  
18 California, classified as non-exempt employees and performed work for Defendant at any time  
19 during the PAGA Period (December 20, 2022 through January 9, 2025). The Court finds the  
20 PAGA Penalties to be reasonable. All Aggrieved Employees will be sent their share of the PAGA  
21 Penalties and will be subject to the release of the Released PAGA Claims as set forth below,  
22 whether or not they opt out of the Settlement.

23                                   **II.**

24                                   **ORDERS**

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

26          15.     The certification of the Class for the purposes of settlement is confirmed. The  
27 Class is defined as follows:

1 All individuals who are or previously were employed by Defendant in the State of  
2 California, classified as non-exempt employees and performed work for Defendant  
at any time during the Class Period (January 12, 2020 through January 9, 2025).

3 16. All persons who meet the foregoing definition are members of the Class, except for  
4 those individuals who filed a valid request for exclusion (“opt out”) from the Class. There were  
5 no individuals who requested exclusion from the Class.

6 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the  
7 best interest of the Class. Defendant shall fund the Gross Settlement Amount and the amount  
8 necessary to pay Defendant’s share of payroll taxes thereon within twenty-one (21) days of the  
9 Effective Date.

10 18. Class Counsel are awarded attorneys' fees in the amount of \$216,666 and costs in  
11 the amount of \$21,903.32. In accordance with the Agreement, the attorneys’ fees award shall be  
12 allocated 75% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and 25% to Gomez Trial  
13 Attorneys, APLC. Class Counsel shall not seek or obtain any other compensation or  
14 reimbursement from Defendant, Plaintiff or members of the Class.

15 19. The payment of the Class Representative Service Payment in the amount of  
16 \$10,000 to the Plaintiff is approved.

17 20. The payment of \$7,750 to the Administrator for their fees and expenses is  
18 approved.

19 21. The PAGA Penalties in the amount of \$40,000 are approved and shall be allocated  
20 in accordance with the Agreement.

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

9         23. Notice of entry of this Final Approval Order and Judgment shall be given to all  
10 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order  
11 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the  
12 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment  
13 to individual Class Members. Plaintiff shall serve this Final Approval Order and Judgment on the  
14 LWDA.

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

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

23         25. Except as set forth in the Agreement and this Final Approval Order and Judgment,  
24 Plaintiff, and all members of the Class, shall take nothing in the Action.

25         26. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain  
26 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any  
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1 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute  
2 arising from or in connection with the distribution of settlement benefits.

3       27. The Parties are authorized to agree to and to adopt such amendments, modifications  
4 and expansions of the Agreement and all exhibits attached thereto which are consistent with this  
5 Final Approval Order and Judgment and as approved by the Court.

6       28. Each party shall bear its own attorneys' fees and costs, except as otherwise  
7 provided in the Agreement and in this Final Approval Order and Judgment.

8       29. Effective on the date when Defendant fully funds the entire Gross Settlement  
9 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class  
10 Payments, all Participating Class Members, on behalf of themselves and their respective former  
11 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,  
12 release Released Parties from the Released Class Claims. The "Released Class Claims" are all  
13 claims that were alleged, or reasonably could have been alleged by Participating Class Members  
14 on behalf of themselves and their respective former and present representatives, agents, attorneys,  
15 heirs, administrators, successors, and assigns, against Released Parties (defined in paragraph 30  
16 below), based on the facts stated in the Operative Complaint that occurred during the Class Period,  
17 for unpaid wages (including overtime wages and premiums) or other compensation allegedly  
18 owed, or for damages, penalties, restitution, interest, liquidated damages, attorneys' fees, or costs,  
19 or any other recovery including under the California Labor Code and corresponding provisions of  
20 Wage Orders, for: (1) Unfair Competition pursuant to Cal. Bus. & Prof. Code §§ 17200, et seq.,  
21 (2) Failure to Pay Minimum Wage; (3) Failure to Pay Overtime; (4) Failure to Provide Meal  
22 Periods; (5) Failure to Provide Rest Breaks; (6) Failure to Provide Compliant Wage Statements;  
23 (7) Failure to Reimburse Business Expenses; (8) Failure to Pay Wages When Due; (9) Failure to  
24 Pay Sick Pay Wages; including all claims and/or penalties brought under or pursuant to Labor  
25 Code §§ 201-204 *et. seq.*, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 510, 512, 1194, 1197,  
26 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5 (A)-  
27 (B), and the IWC Wage Orders . Except as expressly set forth in the Agreement, Participating  
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1 Class Members do not release any other claims, including claims for vested benefits, wrongful  
2 termination, violation of the Fair Employment and Housing Act, unemployment insurance,  
3 disability, social security, workers' compensation, or claims based on facts occurring outside the  
4 Class Period.

5 30. "Released Parties" is defined as, and includes, the Defendant and Defendant's  
6 respective former and present representatives, agents, attorneys, employees, partners, heirs,  
7 administrators, successors, and assigns, release Defendant and each of its former and present  
8 directors, officers, shareholders, owners, members, attorneys, employees, partners, insurers,  
9 predecessors, successors, assigns, subsidiaries, and affiliates.

10 31. Effective on the date when Defendant fully funds the entire Gross Settlement  
11 Amount and funds all Aggrieved Employees and the LWDA are deemed to release, on behalf of  
12 themselves and their respective former and present representatives, agents, attorneys, heirs,  
13 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.  
14 The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably  
15 could have been alleged by Aggrieved Employees on behalf of themselves and their respective  
16 former and present representatives, agents, attorneys, heirs, administrators, successors, and  
17 assigns, against Released Parties (defined in paragraph 30 above), based on the facts stated in the  
18 Operative Complaint and/or the PAGA notice including Labor Code §§ 201-204 *et seq.*, 210, 218,  
19 221, 226, 226.7, 227.3, 233, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, California Code  
20 of Regulations, Title 8, Section 11040, Subdivision 5 (A)-(B), California Code of Regulations,  
21 Title 8 Section 1 1070 (14) (Failure to Provide Seating), and the IWC Wage Orders, that accrued  
22 at any time during the PAGA Period. The Released PAGA Claims do not include underlying  
23 wage and hour claims covered by the Released Class Claims, claims for wrongful termination,  
24 discrimination, unemployment insurance, disability and worker's compensation, and claims  
25 outside of the PAGA Period.

1           32.     As of the Effective Date and upon full funding of the Gross Settlement Amount by  
2 Defendant, Plaintiff releases and discharges the Defendant and the Released Parties as set forth  
3 fully in paragraph 6.1 of the Agreement.

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

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6 Dated: \_\_\_\_\_

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8 HON. JUDY S. BAE  
9 JUDGE, SUPERIOR COURT OF CALIFORNIA  
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