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FILED
AUG 15 2023
K. BEKER CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA
By: 
County Clerk

Attorneys for Plaintiff Christopher Murrell, on behalf of himself
and all others similarly situated

SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA

CHRISTOPHER MURRELL, on behalf of
himself and all others similarly situated,

Plaintiff

v.

SAN RAMON VALLEY UNIFIED SCHOOL
DISTRICT, a California Public Entity; and
DOES 1 through 10, inclusive,

Defendants.

Case No. MSC19-00784
ASSIGNED FOR ALL PURPOSES TO:
The Honorable Charles S. Treat
Department 12

CLASS ACTION
JUDGMENT

Complaint filed: April 24, 2019
Trial date: Not set

1 Pursuant to the Stipulation of Class and Representative Action Settlement and Release
2 filed with this Court on February 14, 2023 (“Settlement Agreement”), the Order Granting
3 Preliminary Approval of Class and Representative Action Settlement filed March 23, 2023
4 (“Preliminary Approval Order”), the July 17, 2023 Minute Order Re Motion for Final Approval
5 of Class Action and Representative Action Settlement, and the Order Granting Final Approval
6 of Class Action and Representative Action Settlement (“Final Approval Order”), IT IS
7 ORDERED, ADJUDGED, AND DECREED that:

8 1. The Court enters Judgment consistent with the Final Approval Order and the
9 Settlement Agreement. Plaintiff Christopher Murrell, Participating Class Members, and PAGA
10 Members shall take nothing from Defendant San Ramon Valley Unified School District or
11 Released Parties, except as expressly set forth in the Settlement Agreement and Final Approval
12 Order.

13 a. “Class Member” means: All persons employed by Defendants in
14 California as non-exempt Bus Drivers and Transportation Vehicle Drivers that worked at any
15 time from April 24, 2016 through May 10, 2022.

16 b. “Class Period” means April 24, 2016 through May 10, 2022.

17 c. “PAGA Members” means: All persons employed by Defendants in
18 California as non-exempt Bus Drivers and Transportation Vehicle Drivers that worked at any
19 time from April 24, 2018 through May 10, 2022.

20 d. “PAGA Period” means that period from April 24, 2018 through May 10,
21 2022.

22 e. “Participating Class Members” means: Class Members who do not
23 submit a request for exclusion postmarked by the Response Deadline.

24 f. No Settlement Class member requested to be excluded from the
25 Settlement.

26 g. “Released Parties” means Defendant and its past, present, and future,
27 officers, directors, principals, board members, employees, agents, representatives, accountants,
28 auditors, attorneys, consultants, insurers, reinsurers, predecessors, successors, and assigns.

1 h. “Released Claims” means all claims, debts, liabilities, demands,
2 obligations, damages, liens or actions or causes of action that were alleged in the Complaint, or
3 could have been alleged based on the operative facts alleged in the Complaint, and including,
4 but not limited to, claims under California Labor Code sections 1194, 1194.2, 2699(a), 2699.3,
5 2699(f)(2), 2699.5, and the applicable Wage Orders promulgated thereunder.

6 i. Plaintiff and Participating Class Members fully release Defendant, and its
7 past, present, and future, officers, directors, principals, board members, employees, agents,
8 representatives, accountants, auditors, attorneys, consultants, insurers, reinsurers, predecessors,
9 successors, and assigns from all claims, debts, liabilities, demands, obligations, damages, liens
10 or actions or causes of action that were alleged in the Complaint, or could have been alleged
11 based on the operative facts alleged in the Complaint, and including, but not limited to, claims
12 under California Labor Code sections 1194, 1194.2, 2699(a), 2699.3, 2699(f)(2), 2699.5, and
13 the applicable Wage Orders promulgated thereunder.

14 j. Plaintiff, on behalf of himself, the State of California, and all PAGA
15 Members, relinquishes all rights to PAGA claims with respect to any alleged failure during the
16 PAGA Period to comply with the Labor Code, and covenants not to participate in any actions,
17 lawsuits, proceedings, complaints, or charges in any court or before any administrative body
18 against any Released Party related to any claims that Plaintiff brought or could have brought
19 under the facts he has alleged in this Action.

20 2. The Gross Settlement Amount generated by the settlement is \$193,470.00.
21 Through its Final Approval Order, the Court has authorized the following distributions from the
22 Gross Settlement Amount:

23 a. The Court finds and determines the Settlement Payments to seventy-six
24 (76) Participating Class Members provided for by the Settlement Agreement are fair and
25 reasonable. The Court grants final approval to and orders, following the Effective Date
26 expiration period and other conditions set forth in the Settlement Agreement, payment of those
27 amounts in accordance with the Settlement Agreement.

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1 b. The Court authorizes payment of administrative costs to Phoenix
2 Settlement Administrators from the Gross Settlement Amount in the amount of \$4,500.00.

3 c. The Court authorizes payment of a Class Representative Service Payment
4 to Plaintiff Christopher Murrell from the Gross Settlement Amount in the amount of \$5,000.00.

5 d. The court authorizes payment of attorneys' fees from the Gross
6 Settlement Amount to Class Counsel in the amount of \$64,490.00.

7 e. The Court authorizes payment of litigation expenses from the Gross
8 Settlement Amount to Class Counsel in the amount of \$10,654.00

9 f. The Court finds and determines the PAGA Payment in the amount of
10 \$2,250.00 to be paid to the California Labor and Workforce Development Agency representing
11 the 75% share of the \$3,000.00 for civil penalties is fair, adequate and reasonable, and \$750.00
12 representing 25% share of the \$3,000.00 civil penalties to be paid to PAGA Members are fair
13 and reasonable and orders that these amounts be paid.

14 3. Nothing in this Judgment shall preclude any action to enforce the Parties'
15 obligations under the Settlement Agreement, the Final Approval Order, or this Judgment,
16 including the requirement Defendant make payments to Participating Class Members and
17 PAGA Members in accordance with the Settlement.

18 4. The Parties will bear their own costs and attorneys' fees except as otherwise
19 provided by this Court's Judgment awarding Class Counsels' attorneys' fees and litigation
20 costs.

21 5. The Court enters final judgment in accordance with the terms of the Settlement
22 Agreement and the Final Approval Order.

23 6. The Parties will comply with Cal. Rules of Court Rule 3.771(b), by giving notice
24 to the Class Members with the posting of the Final Approval Order and this Judgment on the
25 Administrator's Website case information page.

26 7. Pursuant to Labor Code section 2699(1)(3), Plaintiff shall submit a copy of this
27 Judgment to the California Labor and Workforce Development Agency within 10 days after
28 entry of the Judgment.

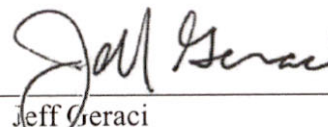
1 8. Five percent (5%), \$3,224.50, of the fee award, shall be withheld and be kept in
2 the Settlement Administrator's trust fund until the completion of the distribution process and the
3 Court approval of a final accounting. If the distribution is completed, the Court will at that time
4 release any hold-back of attorney fees.

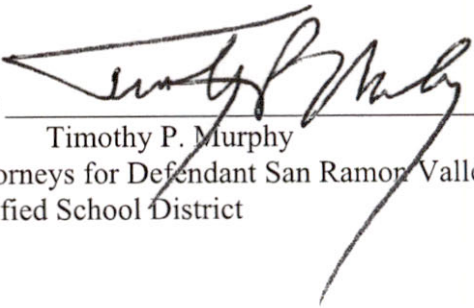
5 9. The Court sets a compliance hearing for February 8, 2024 at 9:00 a.m. in
6 Department 12. An Administrator's Declaration regarding its work and final settlement
7 disbursement is to be filed with the Court no later than seven (7) days before the hearing.

8 IT IS ORDERED, ADJUDGED, AND DECREED.

9
10 Date: AUG 11 2023 
11 The Honorable Charles S. Treat
12 Judge of the Superior Court

13 **JUDGMENT APPROVED AS TO FORM AND CONTENT:**

14 COHELAN KHOURY & SINGER
15
16 Date: August 3, 2023 By: 
17 Jeff Geraci
18 Attorneys for Plaintiff Christopher Murrell, on
19 behalf of himself and all others similarly situated

20 EDRINGTON, SCHIRMER & MURPHY LLP
21 Date: August 3, 2023 By: 
22 Timothy P. Murphy
23 Attorneys for Defendant San Ramon Valley
24 Unified School District
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