

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

MARIA HERNANDEZ, on behalf of
herself and all other current and former
aggrieved California-based hourly non-
exempt employees,

Plaintiff,

vs.

PELICAN PRODUCTS, INC.; and DOES
1 to 100, inclusive,

Defendants.

Case No.: 21STCV20552

[ASSIGNED FOR ALL PURPOSES TO THE
HON. HOLLY J. FUJIE, DEPT. 37]

**[PROPOSED] ORDER GRANTING JOINT
STIPULATION REQUESTING
APPROVAL OF SETTLEMENT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
("PAGA") AND JUDGMENT THEREON**

Pursuant to Stipulation by the parties and good cause appearing:

Having considered the submissions of Plaintiff Maria Hernandez ("Plaintiff") and
Defendant Pelican Products, Inc. ("Defendant") (collectively, the "Parties"), and all legal
authorities and documents submitted in support thereof, including the Joint Stipulation of
Settlement of PAGA Action (the "Settlement Agreement") attached to the Huether Dec. as
Exhibit 1, and good cause appearing,

HEREBY ORDERS AND ENTERS JUDGMENT, as follows:

1. All terms used herein shall have the same meaning as defined in the Settlement
Agreement attached to the Huether Dec. as **Exhibit 1**.

2. The Court hereby approves the terms set forth in the Settlement Agreement and
finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs
the Parties to effectuate the Settlement Agreement according to its terms. The Court finds that
the Settlement Agreement has been reached as a result of informed and non-collusive arm's-
length negotiations. The Court further finds that the Parties were able to reasonably evaluate
their respective positions. The Court also finds that settlement now will avoid additional and
potentially substantial litigation costs, as well as delay and risks if the Parties were to continue

1 to litigate the case. The Court has reviewed the monetary recovery being provided as part of
2 the Settlement and recognizes the significant value accorded to the Aggrieved Employees.

3 3. The Settlement Agreement is not an admission by Defendant or by any other of
4 the Released Parties, nor is this Order a finding of the validity of any allegations or of any
5 wrongdoing by any Defendant or any other Released Parties. Neither this Order, the Settlement
6 Agreement, nor any document referred to herein, nor any action taken to carry out the
7 Settlement Agreement, may be construed as, or may be used as, an admission of any fault,
8 wrongdoing, omission, concession, or liability whatsoever by or against Defendant or any of
9 the other Released Parties.

10 4. The entire Net Settlement Amount (the remainder of the Settlement Amount after
11 deducting Plaintiff's counsel's fees (\$176,666.66) and costs (\$11,675.41) and the costs of
12 administration (no more than \$5,000) from the \$530,000 Settlement Amount) shall be allocated
13 for payment of civil penalties and shall be distributed 75% to the LWDA and 25% to the
14 Aggrieved Employees.

15 5. The Net Settlement Amount shall be distributed to Aggrieved Employees pro rata
16 based on the number of pay periods worked by each Aggrieved Employee for Defendants during
17 the Settlement Period. "Aggrieved Employees" means all persons within the State of California
18 who are or were employed by Defendants as hourly, non-exempt employees in the State of
19 California at any time within the PAGA Period. "PAGA Period" means the time period from
20 March 22, 2020 to November 15, 2021

21 6. Defendants shall pay the Aggrieved Employees pursuant to the procedure
22 described in the Settlement Agreement.

23 7. The Court hereby confirms Lavi & Ebrahimian, LLP as Plaintiff's Counsel.

24 8. The Court hereby awards attorneys' fees in the amount of 33 1/3% of the
25 Settlement Amount, which is \$176,666.66 in attorneys' fees and \$11,675.41 in attorneys' costs.
26 The payment of fees to Plaintiff's Counsel shall be made in accordance with the terms of the
27 Settlement.
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1 9. The Court approves the Notice of PAGA Resolution attached as Exhibit A to the
2 Settlement Agreement.

3 10. All settlement checks will remain valid for 180 days after which the checks shall
4 become null and void, and any monies remaining in the distribution account shall be
5 transmitted to the California State Controller for deposit in the Unclaimed Property Fund in the
6 name of the PAGA Group member to whom the uncashed Net Settlement Payment was drafted.

7 11. The Court further orders, adjudges and decrees that upon Approval by the Court
8 of this Settlement, Plaintiff, as a representative of the State of California, the PAGA Group,
9 and the State of California will release any and all claims and causes of action, known or
10 unknown, contingent or accrued, against Defendant, Defendant's parents, subsidiaries, officers,
11 directors, affiliates, their insurers, attorneys, shareholders, executives, managers, and all agents
12 thereof (collectively "Released Parties"), arising out of the facts and claims asserted in the
13 Action for civil penalties under the Private Attorney General Act of 2004 Cal. Lab. Code §
14 2698 based upon the facts alleged, for violations of the California Labor Code governing: meal
15 and rest breaks; unpaid wages, including minimum wages, regular wages, overtime, and double
16 time wages, and all theories for or related to nonpayment of such wages and/or payment of
17 such wages at the incorrect rate(s) of pay; wage statement violations and/or failure to maintain
18 accurate records; failure to timely pay wages during employment; separation pay violations;
19 and any other penalties which could be asserted based on the allegations alleged against
20 Defendant in Plaintiff's LWDA letter and the Action, including but not limited to Labor Code
21 §§ 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 1194, 1197, 1197.1, 1198, and the IWC
22 Wage Order.

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1 12. This Court shall retain jurisdiction with respect to all matters related to the
2 administration and consummation of the settlement, and any and all claims, asserted in, arising
3 out of, or related to the subject matter of the lawsuit, including but not limited to all matters
4 related to the settlement and the determination of all controversies relating thereto.



Holly J. Fujie

5
6 Date: 08/16/2022, 2022

By: _____
Holly J. Fujie / Judge

Hon. Holly J. Fujie
Judge of the Superior Court

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 8889 W. Olympic Blvd., Suite 200, Beverly Hills, California 90211.

On July 29, 2022, I served the foregoing document, described as:

**“JOINT STIPULATION REQUESTING APPROVAL OF SETTLEMENT PURSUANT TO
THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”); [PROPOSED]
ORDER AND JUDGMENT THEREON”**

on all interested parties in this action as follows:

*Attorneys for Defendant PELICAN
PRODUCTS, INC.:*

Nicole Golob Minkow, Esq. (SBN 190444)
E-Mail: ngolob@fisherphillips.com
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FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500

☒ **(BY MAIL)** As follows:

I placed such envelope, with postage thereon prepaid, in the United States mail at Los Angeles, California. I am "readily familiar" with the firm's practice of collecting and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day, with postage thereon fully prepaid, at Los Angeles, California, in the ordinary course of business. I am aware that, on motion of the party served, service is presumed invalid if the postal cancellation or postage meter date is more than one day after the date of deposit for mailing in this affidavit.

☐ **(BY PERSONAL SERVICE)** I caused such envelope to be delivered by hand to the attorney at the offices of the addressee.

☒ **(STATE)** I declare, under penalty of perjury under the laws of the State of California, that the above is true and correct. Executed on July 29, 2022, at Beverly Hills, California.



Rubi Martinez