

1
2
3
4
5
6
7
8
9
10 **UNITED STATES DISTRICT COURT**

11 **CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**

12 THERESE MURPHY, an individual,

13
14 Plaintiff,

15 vs.

16 SKECHERS USA, INC., a Delaware
17 Corporation., and DOES 1-100,

18 Defendant.
19
20
21
22

Case No. 2:23-cv-08641-CBM-RAO

**ORDER GRANTING APPROVAL
OF PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT
AGREEMENT AND RELEASE [36]**

ORDER APPROVING PAGA SETTLEMENT

1
2 1. Having considered the PAGA Settlement Agreement (“Settlement
3 Agreement” or “Settlement”) between Plaintiff Therese Murphy (“Plaintiff”) and
4 Defendant Skechers USA, Inc. (“Defendant”), the documents and evidence
5 presented in support thereof; and recognizing the disputed factual and legal issues
6 involved in this case; the risks of further prosecution, the substantial benefits to be
7 received by the State of California and the Aggrieved Employees pursuant to the
8 Settlement; and the fair, reasonable, and adequate nature of the settlement obtained
9 as a result of good faith arm’s-length negotiations between the Parties, the Court
10 hereby makes a final ruling that the Settlement is approved pursuant to Labor Code
11 section 2699(l). Good cause appearing therefor, the Court hereby GRANTS
12 Approval of the Settlement of Claims under the Private Attorneys General Act, and
13 ORDERS as follows:

14 2. The Court hereby approves the settlement as set forth in the parties’
15 Settlement Agreement as fair, reasonable, and adequate, and directs the parties to
16 effectuate the Settlement Agreement, as filed with the court on April 10, 2025 as
17 Exhibit 3 to the Declaration of Matthew A. Haulk, according to its terms. All terms
18 used in this Order shall have the same meaning as that assigned to them in the
19 Settlement Agreement.

20 3. The Court hereby appoints ILYM Group, Inc. as the Settlement
21 Administrator.

22 4. The Court hereby approves, as to form and content, the Explanatory
23 Letter submitted by the parties and included as Exhibit 6 to the Declaration of
24 Matthew Haulk.

25 5. The “Aggrieved Employees” shall be defined as all current and former
26 outside sales employees who were employed in the State of California at any time
27 by Defendant at any time during the Settlement Period. This definition includes
28 Plaintiff.

1 6. Defendant Skechers USA, Inc. shall fund the Maximum Settlement
2 Amount of \$10,000.00 no later than fifteen business days following the Effective
3 Date. The Maximum Settlement Amount shall be allocated as follows:

4 a. To the Administrator: A payment shall be made to the
5 Settlement Administrator for Settlement Administration Costs
6 of \$2,000 (Two Thousand Dollars).

7 b. To the LWDA: A payment of \$6,000 (Six Thousand Dollars)
8 shall be paid to the LWDA.

9 c. To the Aggrieved Employees: A payment of \$2,000 (Two
10 Thousand Dollars) shall be paid to the Aggrieved Employees.

11 i. the Settlement Administrator will calculate individual
12 PAGA payment to Aggrieved Employees as follows: The
13 net amount of the Aggrieved Employees' share of the
14 PAGA Payment shall be paid in an equal amount, split
15 between the Aggrieved Employees equally pro rata to all
16 Aggrieved Employee. To determine each Aggrieved
17 Employees' Individual Settlement Payment, the
18 Settlement Administrator will use the following formula:
19 Individual Settlement Payment = (Net Settlement
20 Proceeds ÷ number of Aggrieved Employees).

21 7. Within ten (10) business days following the Effective Date, Defendant
22 shall provide the Settlement Administrator the Group List, containing among other
23 information the Aggrieved Employees' full names and last known mailing
24 addresses, pursuant to the terms of the Settlement.

25 8. The Settlement Administrator is directed to mail the Individual PAGA
26 Payments and the Explanatory Letter to the Aggrieved Employees within fifteen
27 (15) business days of receipt the Gross Settlement Fund, pursuant to the terms of
28 the Settlement.

1 9. The Court approves the scope of the release as set forth in the
2 Settlement, which provides as follows:

3 5.1 Release and Waiver of Claims by Aggrieved Employees. Upon
4 the Effective Date, all Aggrieved Employees, and their successors,
5 assigns, and/or agents, shall be deemed to have fully and finally
6 released and discharged Defendant and each and all of their past,
7 present and future agents, employees, servants, officers, directors,
8 partners, trustees, representatives, shareholders, stockholders,
9 attorneys, parents, subsidiaries, equity sponsors, related
10 companies/corporations and/or partnerships, divisions, assigns,
11 predecessors, successors, insurers, consultants, joint venturers,
12 potential and alleged joint employers, potential and alleged common
13 law employers, potential and alleged dual employers, affiliates, alter-
14 egos, service providers, subcontractors, employee benefit plans and
15 fiduciaries thereof, affiliated organizations, any person and/or entity
16 with alleged joint liability, temporary staffing agencies, and all of their
17 respective past, present and future employees, directors, officers,
18 agents, attorneys, stockholders, fiduciaries, parents, subsidiaries,
19 assigns, and all other persons acting under, by, through or in concert
20 with any of them (hereinafter referred to collectively as the “Released
21 Parties”), and each and all of them, from the “Released Claims.”

22
23 5.2 For purposes of this Agreement, the “Released Claims”
24 include the claims of Aggrieved Employees alleged in this Action
25 (and/or asserted on behalf of Aggrieved Employees in the Action), or
26 could have been raised in the Action based on the facts and allegations
27 asserted in the Action and/or PAGA Notice, for PAGA violations, and
28 penalties, attorney’s fees, costs, interest, and any other form of

1 damages arising from those PAGA violations, based on the facts
2 alleged in the pleadings filed in this Action and the November 3, 2022
3 LWDA letter, including Labor Code sections 201, 204, 206, 221, 226,
4 226.7, 510, 512, 1194 *et seq.*, 2810.5 and 1198, and as further
5 described below:

6 (a) Failing to pay for all hours worked (including minimum wage
7 and overtime), in violation of the applicable Wage Order and Labor
8 Code sections 204, 215, 216, 510, 1174, 1194, 1194.2, 1197, 1199.

9 (b) Failing to permit non-exempt employees to take timely
10 meal/rest breaks in violation of Labor Code sections 226.7 and 512
11 and the applicable Wage Order.

12 (c) Failing to pay premium pay for missed or untimely meal
13 breaks, in violation of Labor Code sections 226.7 and 512.

14 (d) Failing to pay overtime in violation of the applicable Wage
15 Order and Labor Code section 510, 1194 *et seq.*, and 1198.

16 (e) Failing to pay all earned wages (including overtime
17 compensation, and premium pay for missed meal and rest breaks) at
18 least twice a month in violation of Labor Code section 204.

19 (f) Failing to pay all earned wages (including overtime
20 compensation and premium pay for missed meal breaks) at the time
21 of termination or within 72 hours of resignation in violation of Labor
22 Code sections 201, 202, 203, and 206.

23 (g) Failing to maintain and furnish accurate, itemized statements
24 of hours worked, gross and net wages earned all applicable hourly
25 rates in effect during the pay period and the number of hours worked
26 at each hourly rate, and deductions in violation of the applicable
27 Wage Order and Labor Code sections 226 and 226.3.

1 10. Neither this Order nor the Settlement Agreement (or any other
2 document referred to herein, or any action taken to carry out this Order) is, may be
3 construed as, or may be used as, an admission of liability or fault by Defendant or
4 the Released Parties identified in paragraph 9 of this Order, or a finding as to the
5 validity of any claims in the Action or of any wrongdoing or violation of law that
6 is otherwise alleged, or could have been alleged, against Defendant or the Released
7 Parties. The Settlement Agreement is not a concession by the Parties and, to the
8 extent permitted by law, neither the Settlement Agreement nor this Order or any
9 ensuing judgment, nor any of their terms or provisions, nor any of the negotiations
10 or proceedings connected with them, shall be offered as evidence or received in
11 evidence in any pending or future civil, criminal, or administrative action or
12 proceeding to establish any liability of, or admission by the Released Parties.

13 11. Plaintiff shall submit a copy of this Order to the LWDA within ten (10)
14 days of entry of this Order.

15 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

16
17 Dated: May 1, 2025


HON. CONSUELO B. MARSHALL
UNITED STATES DISTRICT JUDGE