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on behalf of the State of California,
and others similarly situated and aggrieved

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

WALTER WALKER, on behalf of the State
of California, and others similarly situated
and aggrieved,

Plaintiff,

v.

PELICAN PRODUCTS, INC., a Delaware
Corporation; STAFFMARK INVESTMENT
LLC, a Delaware Limited Liability
Company; and DOES 1-100, inclusive,

Defendants.

Case No.: 23STCV19531

Assigned for All Purposes to:
Hon. Richard L. Fruin
Dept. 15

**[PROPOSED] ORDER GRANTING
MOTION FOR APPROVAL OF
SETTLEMENT UNDER PRIVATE
ATTORNEY'S GENERAL ACT**

Date: November 15, 2024
Time: 8:30 a.m.
Dept.: 15

FILED
Superior Court of California
County of Los Angeles

NOV 22 2024

David W. Slayton, Executive Officer/Clerk of Court
By: M. Zarate, Deputy

Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004 (“PAGA”), Plaintiff Walter Walker’s Motion for Approval of Settlement under PAGA came before this Court on November 15, 2024 on a regularly noticed motion.

The Parties’ Settlement, among other things, provides for the recovery of civil penalties on behalf of the State of California and similarly situated aggrieved employees (the “Aggrieved Employees”), as authorized by PAGA under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in Plaintiff’s operative complaint and his letter to the Labor Workforce & Development Agency (“LWDA”) dated June 9, 2023 (the “PAGA Notice”), on behalf of all non-exempt, hourly workers in California who, at any time were either (i) assigned to work at Pelican Products, Inc. and were employed by Staffmark Investment LLC between June 9, 2022 and August 18, 2024 (“Staffmark PAGA Period”), or (ii) directly employed by Pelican Products, Inc. between June 9, 2022, and June 1, 2024 (“Pelican PAGA Period”).¹

Under PAGA, in any action brought by an aggrieved employee, the Court “shall review and approve any settlement of any civil action filed pursuant to this part.” Lab. Code section 2699 (1)(2). Accordingly the Court, having considered the proposed settlement set forth in the Settlement Agreement (attached as Exhibit 1 to the Declaration of Chad Saunders, filed on or about October 10, 2024), including the proposed PAGA penalties to be paid to the Aggrieved Employees and the LWDA, having considered the papers filed in support of the proposed settlement and the arguments of counsel, and good cause appearing, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

1. Unless otherwise provided, all terms used herein shall have the same meaning as those provided in the Settlement Agreement.

2. The Court finds the Action presents a good faith dispute of the claims alleged.

3. The Court hereby grants approval of the terms of the Settlement and finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate the

¹ Pursuant to Section 8 of the Settlement Agreement, Defendants Pelican Products, Inc. and Staffmark Investment, LLC both elected to shorten the PAGA Period applicative to their respective direct employees to avoid triggering any escalator clause provided by the Settlement Agreement.

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1 Settlement according to its terms. The Court finds that the Settlement has been reached as a result
2 of informed and non-collusive arms-length negotiations. The Court further finds that the Parties
3 have conducted extensive investigation and research, and their attorneys were able to reasonably
4 evaluate their respective positions.

5 4. The Court finds further that Plaintiff, acting on behalf of himself and the State of
6 California, and the Aggrieved Employees, on behalf of themselves and their respective former and
7 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are
8 deemed to release the Released Parties for the duration of the Pelican PAGA Period and Staffmark
9 PAGA Period from all claims for civil penalties pursuant to PAGA that were alleged, or
10 reasonably could have been alleged, based on the facts alleged in the Complaint or the PAGA
11 Notice, including, all claims for civil penalties under PAGA for failure to pay for all hours
12 worked, unpaid wages (including minimum wage, straight time, overtime and double time), meal
13 period violations (including meal premiums), rest break violations (including rest premiums),
14 failure to pay premium wages at the correct regular rate, failure to pay final wages, failure to
15 provide accurate wage statements, failure to provide personnel and/or employment records, failure
16 to pay vacation wages, failure to reimburse business expenses, failure to pay split shift premiums,
17 failure to pay reporting time pay, failure to provide sick leave (including supplemental sick leave),
18 failure to pay sick leave, failure to timely pay wages during employment, unlawful noncompetitive
19 practices, failure to provide suitable resting facilities, seating violations, unlawful deductions,
20 unlawful agreements, unlawful financial and criminal background checks, unlawful PAGA
21 waivers, unlawful inquiries into criminal histories, failure to provide a safe and healthful
22 workplace, failure to keep requisite payroll records, failure to pay rest periods and nonproductive
23 time for workers paid on a piece rate and/or commission basis, violations of California's Day of
24 Rest Law, and for attorneys' fees and costs (the "Released PAGA Claims").

25 5. The Court finds further that the foregoing release shall be binding on Plaintiff and
26 the State of California as to those claims brought in the Action, and may bar any claim under
27 PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of
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California, as to the Released PAGA Claims and Released Parties.

6. The Parties are directed to comply with all terms of the Settlement Agreement, and Defendants are directed to make all payments required by the Settlement Agreement and by the deadlines specified therein.

7. Under the Settlement Agreement, Defendants agree to pay Four Hundred Thousand Dollars and No Cents (\$400,000.00) (the "Gross Settlement Amount"), with Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00) to be paid by Defendant Pelican Products, Inc. and One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00) to be paid by Defendant Staffmark International, LLC. The Gross Settlement Amount is inclusive of payments to the LWDA and Aggrieved Employees, Plaintiff's Enhancement Payment, Attorney's Fees and Costs, and the Administration Expenses Payment. No portion of the Gross Settlement Amount will revert to Defendants. Plaintiff requests an Enhancement Payment of \$10,000.00, and Plaintiff's Counsel requests an award of attorney's fees of \$133,333.33 and reimbursement of actual litigation expenses of \$12,730.15. Defendants do not oppose these requests. The Court finds the Gross Settlement Amount is fair, reasonable and adequate, and approves each of these payments, and directs the Settlement Administrator to make the following payments from the Gross Settlement Amount:

- a. \$133,333.33 in attorney's fees to Crosner Legal, PC;
- b. \$12,730.15 in litigation costs to Crosner Legal, PC;
- c. \$10,000.00 to Plaintiff Walter Walker, as a representative enhancement for his services as the named plaintiff in this matter; and
- d. \$3,500.00 in administration costs to Simpluris, Inc.

8. After deducting the foregoing payments, the estimated remainder of approximately \$240,796.52 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section 2699(i), the NSA will then be distributed 75 percent (approximately \$180,597.39) to the LWDA, and the remaining 25 percent (approximately \$60,199.13) to the Aggrieved Employees on a pro rata basis, as set forth in the Settlement Agreement. The Court approves these payments, and directs the Settlement Administrator to issue checks to the LWDA and Aggrieved Employees,

1 along with the Notice of PAGA Settlement, as set forth in the Settlement Agreement, and to
2 otherwise carry out its duties as set forth in the Settlement Agreement.

3 9. The Agreement, including, without limitation, its exhibits, and any and all
4 negotiations, documents, and discussions associated with it, shall not be deemed or construed to be
5 an admission or evidence of any violation of any statute, law, rule, regulation or principle of
6 common law or equity, of any liability or wrongdoing by Defendants, of the suitability of this case
7 for representative treatment in the absence of a settlement, or of the truth of any of the claims
8 asserted by Plaintiff in the Action, and evidence relating to the Agreement shall not be
9 discoverable or used, directly or indirectly, in any way, whether in the Action or in any other
10 action or proceeding, except for the purposes of enforcing the terms and conditions of the
11 Agreement and this Judgment, including in in any pending or subsequent action against
12 Defendants or the Released Parties to support a defense of res judicata, collateral estoppel, release,
13 or other theory of issue preclusion or similar defense.

14 10. In the event that the Settlement does not become effective in accordance with the
15 terms of the Agreement, then this Judgment shall be rendered null and void, vacated and the
16 Agreement with all orders entered in connection therewith shall be rendered null and void (except
17 as set forth in the Agreement).

18 11. A Final Accounting hearing is scheduled for November 14, 2025, in Department 15
19 of the Los Angeles County Superior Court. The Parties are ordered to file compliance report
20 setting forth the amount of money distributed and the amount of uncashed/unclaimed funds no
21 later than five (5) court days prior to the hearing. The Settlement Administrator is ordered to post
22 copies of the operative Complaint, Notice Packet, and this Order and Judgment, on its website for
23 at least 90 days following the date of this Order and Judgment.

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1 12. This document shall constitute a Judgment for purposes of California Rule of Court
2 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action and the Parties
3 under Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h) for the purpose
4 of supervising implementation, enforcement, construction, administration, and interpretation of the
5 Settlement Agreement and this Judgment.

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

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8 Dated: Nov. 22, 2024

Richard L. Furi
Judge of the Superior Court