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14  
15 *Attorneys for Plaintiffs and all others  
16 similarly situated.*

17 **UNITED STATES DISTRICT COURT**

18 **DISTRICT OF NEVADA**

19 CHRISTOPHER NELSON, on behalf of  
20 himself and all others similarly situated,

21 Plaintiff,

22 vs.

23 WAL-MART ASSOCIATES, INC., and  
24 DOES 1 through 50, inclusive,

25 Defendant(s).

26 Case No. 3:21-cv-00066-MMD-CLB

27 **ORDER GRANTING UNOPPOSED  
28 MOTION FOR FINAL APPROVAL OF  
CLASS AND COLLECTIVE ACTION  
SETTLEMENT**

29 On December 18, 2023, this Court considered the Unopposed Motion for Final  
30 Approval of Class and Collective Action Settlement. Counsel for Plaintiffs and Defendant  
31 appeared at the hearing. Having fully considered the motion, comments of Counsel, and all  
32 supporting legal authorities, the Court orders as follows:

33 **IT IS HEREBY ORDERED THAT:**

34 1. The Court adopts the defined terms in the Settlement Agreement.

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1           2. This Court has jurisdiction over the subject matter of this litigation and personal  
2 jurisdiction over the named Plaintiffs, all Settlement Class Members, and Defendant.

3           3. The Court confirms as final the following settlement classes pursuant to Federal  
4 Rule of Civil Procedure (“FRCP”) 23 and Nevada Rule of Civil Procedure (“NRCP”) 23:

5           a. Nevada Settlement Class: Christopher Nelson, Marcella Bostrom, Donna Karsten  
6 and all other Walmart hourly associates who worked at the McCarran, Nevada  
7 Distribution Center during the Settlement Class Period and who either (i) worked  
8 in the dry section of the McCarran, Nevada Distribution Center and were required  
9 to retrieve a scanner, printer, or other electronic device pre-shift prior to clocking  
10 in, or (ii) worked in the perishable section of the McCarran, Nevada Distribution  
11 Center and were required to don cold storage personal protective equipment (PPE)  
12 pre-shift prior to clocking in.

13           b. South Carolina Settlement Class: Monica Schulze and all other Walmart hourly  
14 associates who worked at the Pageland, South Carolina Distribution Center during  
15 the Settlement Class Period and who either (i) worked in the dry section of the  
16 Pageland, South Carolina Distribution Center and were required to retrieve a  
17 scanner, printer, or other electronic device pre-shift prior to clocking in, or (ii)  
18 worked in the perishable section of the Pageland, South Carolina Distribution  
19 Center and were required to don cold storage personal protective equipment (PPE)  
20 pre-shift prior to clocking in.

21           4. The Court confirms the appointment of Named Plaintiffs Christopher Nelson and  
22 opt-in plaintiffs Marcella Bostrom, Donna Karsten, and Monica Schulze as Class Representatives  
23 and the Court approves Incentive Payments for the following amounts: \$15,000.00 to Christopher  
24 Nelson and \$5,000.00 each to Plaintiffs Marcella Bostrom, Donna Karsten, and Monica Schulze.

25           5. The Court confirms the appointment of Thierman Buck LLP as Class Counsel for  
26 the Settlement Class and approves their requests for attorneys’ fees and litigation costs of  
27 \$478,500.00 and \$14,079.038 respectively.

1           6. The Class Notice was distributed to Class Members, pursuant to this Court's order  
2 and fully satisfied the requirements of FRCP 23 and any other applicable law.

3           7. Pursuant to FRCP 23(e), the Court grants final approval to this Settlement and  
4 finds that the Settlement is fair, reasonable, and adequate in all respects, including the attorneys'  
5 fees, costs, and Incentive Payment provisions. The Court specifically finds that the Settlement  
6 confers a substantial benefit to Settlement Class Members, considering the strength of Plaintiffs'  
7 claims and the risk, expense, complexity, and potential duration of further litigation. The response  
8 of the Class supports Settlement approval. No Class Members objected to the Settlement and no  
9 one requested exclusion from the Settlement. The Court further finds that the Settlement is the  
10 result of arms-length negotiations between experienced counsel representing the interests of both  
11 sides, which supports approval of the Settlement in accordance with the standards set forth in the  
12 Motion for Final Approval of Settlement.

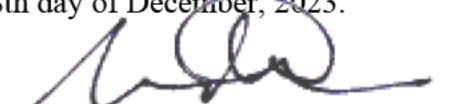
13           8. The Court finds that, as of the date of this Order, each and every Class Member  
14 has waived and released claims as set forth in the Settlement Agreement and Notice of Class  
15 Action Settlement.

16           9. The Court finds that the Claims Administrator Phoenix Class  
17 Administration Solutions is entitled to \$38,750.00 for administrative fees.

18           10. The Court directs the Parties to effectuate the Settlement terms as set forth in the  
19 Settlement Agreement and the Claims Administrator to calculate and pay the claims of the Class  
20 Members in accordance with the terms set forth in the Settlement Agreement.

21           11. The Court retains jurisdiction to enforce the terms of the Settlement, including the  
22 payment of the Class Settlement Amount.

23           IT IS SO ORDERED, this 18th day of December, 2023.

24             
25           United States District Court Judge