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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS

GERARDO TORRES and TAWNI
VANDAGRIFF, individually, and on behalf
of other members of the general public
similarly situated,

Plaintiffs,

vs.

REXEL USA, INC., a Delaware corporation;
and DOES 1 through 10, inclusive,

Defendants.

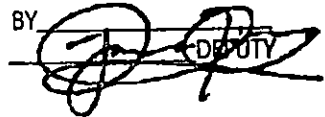
Case No. CV-20-004823

Assigned to the Hon. Sonny S. Sandhu

~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, COSTS AND
EXPENSES, AND CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENTS

Date: September 7, 2023
Time: 8:30 a.m.
Place: Department 24

Complaint Filed: October 29, 2020

FILED
SEP 11 2023
CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS
BY  DEPUTY

1 **ORDER**

2 This matter came before the Court for a hearing on the Motion for Final Approval of the Class
3 Action Settlement and Motion for Attorneys' Fees, Costs and Expenses, and Class Representative
4 Enhancement Payments (collectively, the "Motions"). Due and adequate notice having been given to
5 Class Members as required by the Court's Preliminary Approval Order, and the Court having reviewed
6 the Motions, and determining that the settlement is fair, adequate and reasonable, and otherwise being
7 fully informed and **GOOD CAUSE** appearing therefore, it is hereby **ORDERED AS FOLLOWS:**

8 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and
9 incorporated herein by reference, this Court finds that the requirements of California Code of Civil
10 Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

11 2. This Order hereby adopts and incorporates by reference the terms and conditions of the
12 Stipulation of Settlement ("Settlement Agreement" or "Settlement"), together with the definitions and
13 terms used and contained therein.

14 3. The Court finds that it has jurisdiction over the subject matter of the action and over all
15 parties to the action, including all members of the Settlement Class.

16 4. The Class Notice fully and accurately informed Class Members of all material elements
17 of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable
18 under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully
19 with the laws of the State of California and due process. The Class Notice fairly and adequately
20 described the settlement and provided Class Members with adequate instructions and a variety of means
21 to obtain additional information.

22 5. Class Members were given a full opportunity to participate in the Final Approval
23 hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the
24 Court determines that all Class Members who did not timely and properly opt out of the settlement are
25 bound by this Order.

26 6. The Court has considered all relevant factors for determining the fairness of the
27 settlement and has concluded that all such factors weigh in favor of granting final approval. In particular,
28 the Court finds that the settlement was reached following meaningful discovery and investigation

1 conducted by Plaintiffs' Counsel; that the settlement is the result of serious, informed, adversarial, and
2 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
3 adequate, and reasonable.

4 7. In so finding, the Court has considered all evidence presented, including evidence
5 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented; the
6 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
7 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
8 sufficient information about the nature and magnitude of the claims being settled, as well as the
9 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
10 which the Parties have agreed.

11 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
12 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
13 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
14 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
15 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
16 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the
17 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
18 provides Class Members with fair and adequate relief.

19 9. The Settlement Agreement is not an admission by Defendant or by any other Released
20 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or
21 any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to
22 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
23 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability
24 whatsoever by or against Defendant or any of the other Released Parties.

25 10. With the exception of the two individuals who opted out, final approval shall be with
26 respect to: All current and former non-exempt hourly employees who worked for Defendant in the State
27 of California at any time from October 29, 2016 through August 24, 2022 ("Participating Class
28 Members").

1 11. Plaintiffs Gerardo Torres, Tawni Vandagriff, and John Hardin are adequate and suitable
2 representatives and are hereby appointed the Class Representatives for the Settlement Class. The Court
3 finds that Plaintiffs' investment and commitment to the litigation and its outcome ensured adequate and
4 zealous advocacy for the Settlement Class, and that their interests are aligned with those of the
5 Settlement Class.

6 12. The Court hereby awards Plaintiffs Class Representative Enhancement Payments of
7 \$15,000, each, for their service on behalf of the Settlement Class, and for agreeing to general releases of
8 all claims arising out of their employment with Defendant.

9 13. The Court finds that the attorneys at Capstone Law APC and Lawyers for Justice, P.C.
10 have the requisite qualifications, experience, and skill to protect and advance the interests of the
11 Settlement Class. The Court therefore finds that counsel satisfy the professional and ethical obligations
12 attendant to the position of Class Counsel, and hereby appoints Capstone Law APC and Lawyers for
13 Justice, P.C. as counsel for the Settlement Class.

14 14. The settlement of civil penalties under PAGA in the amount of \$100,000 is hereby
15 approved. Seventy-Five Percent (75%), or \$75,000, shall be paid to the California Labor and Workforce
16 Development Agency. The remaining Twenty-Five Percent (25%), or \$25,000, will be paid to PAGA
17 Members.

18 15. The Court hereby awards a combined total of \$500,000 in attorneys' fees and
19 \$31,836.68 in costs and expenses to Capstone Law APC and Lawyers for Justice, P.C. The Court finds
20 that the requested award of attorneys' fees is reasonable for a contingency fee in a class action such as
21 this; i.e., one-third of the common fund created by the settlement. The award of attorneys' fees and costs
22 will be divided as follows: (i) \$425,000 in attorneys' fees and \$28,648.51 in litigation costs to Capstone
23 Law APC; and (ii) \$75,000 in attorneys' fees and \$3,188.17 in litigation costs to Lawyers for Justice,
24 P.C.

25 16. The Court approves settlement administration costs and expenses in the amount of
26 \$15,000 to CPT Group, Inc.

27 17. All Class Members were given a full and fair opportunity to participate in the Approval
28 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the

1 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
2 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order
3 and Judgment shall be forever binding on all Participating Class Members. These Participating Class
4 Members have released and forever discharged the Released Parties for any and all released class claims
5 during the Class Period:

6 Any and all claims alleged in the Second Amended Complaint in the Action
7 ("SAC"), the First Amended Complaint in the Action ("FAC"), and the Complaint
8 in the action entitled Hardin, et al. v. Platt Electric Supply Inc., et al., United States
9 District Court Eastern District of California, Case No.: 21-cv-01621 ("Hardin
10 Action"); and those claims that could reasonably have been alleged based on the
11 facts alleged in the Second Amended Complaint, the First Amended Complaint,
12 and the Complaint in the Hardin Action, including: (a) failure to pay all overtime
13 wages; (b) failure to pay all minimum wages; (c) failure to provide all meal
14 periods, or premium pay for non-compliant meal periods; (d) failure to authorize
15 and permit all rest periods, or premium pay for non-compliant rest periods; (e)
16 failure to issue accurate, compliant, and itemized wage statements, and failure to
17 maintain payroll records; (f) failure to timely pay all final wages; (g) failure to
18 timely pay all wages due during employment; (h) unreimbursed business
19 expenses; (i) civil penalties under the Private Attorneys General Act of 2004
20 ("PAGA") based on the preceding released claims; and (j) all claims for unlawful
21 business practices and unfair business practices premised on the facts, claims,
22 causes of action or legal theories of relief pled in the SAC, FAC, and the Complaint
23 in the Hardin Action ("Released Class Claims"). The period of the Released Class
24 Claims extends to the limits of the Class Period.

16 18. Additionally, all PAGA Members and the LWDA have released and forever discharged
17 the Released Parties for any and all released PAGA claims during the PAGA Period: All claims for
18 PAGA penalties that could have been sought by the Labor Commissioner for the violations identified in
19 Gerardo Torres's and Tawni Vandagriff's November 5, 2020 and January 15, 2021 pre-filing PAGA
20 letters to the Labor & Workforce Development Agency ("LWDA") during the period from November 5,
21 2019 through August 24, 2022 ("Released PAGA Claims").

22 19. Judgment in this matter is entered in accordance with the above findings.

23 20. Without affecting the finality of the Judgment, the Court shall retain exclusive and
24 continuing jurisdiction over the above-captioned action and the parties, including all Participating
25 Settlement Members and PAGA Members, for purposes of enforcing the terms of the Judgment entered
26 herein.

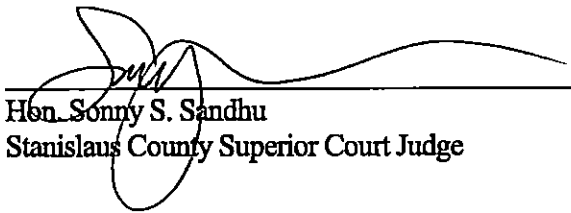
27 21. This document shall constitute a judgment (and separate document constituting said
28 judgment) for purposes of California Rules of Court, Rule 3.769(h).

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22. Plaintiffs shall file a declaration from the Settlement Administrator regarding the completion of settlement administration activities no later than June 7, 2024.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: 9/8/23



Hon. Sonny S. Sandhu
Stanislaus County Superior Court Judge