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

SARA BAIRD, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

GRAYBAR ELECTRIC COMPANY, INC., a
New York corporation; and DOES 1 through
100, inclusive,

Defendant.

Case No. 30-2019-01075280-CU-OE-CXC

*[Assigned to for all purposes to the Hon.
Randall J. Sherman; Dept. CX105]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL
JUDGMENT**

Date: February 26, 2021
Time: 10:00 a.m.
Dept.: CX105

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1 **ORDER AND FINAL JUDGMENT**

2 This matter came on regularly for hearing before this Court on February 26, 2021,
3 pursuant to California Rule of Court 3.769 and this Court’s earlier Order Granting Preliminary
4 Approval of Class Action Settlement (“Preliminary Approval Order”). Having considered the
5 parties’ Settlement Agreement (“Settlement”)¹ and the documents and evidence presented in
6 support thereof, and recognizing the sharply disputed factual and legal issues involved in this
7 case, the risks of further prosecution and the substantial benefits to be received by the Class
8 pursuant to the Settlement, the Court hereby makes a final ruling that the proposed Settlement is
9 fair, reasonable, and adequate, and is the product of good faith, arm’s-length negotiations
10 between the parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff’s
11 Motion for Final Approval of Class Action Settlement and ORDERS as follows:

12 1. The conditional class certification in the Preliminary Approval Order is hereby
13 made final, and the Court certifies, for purposes of the Settlement only, a Class consisting of:

14 All current and former hourly non-exempt employees of Defendant
15 Graybar Electric Company, Inc. (“Graybar” or “Defendant”) who
16 worked in California at any time between June 14, 2016 and July 14,
2018 (the “Class Period”).

17 2. Plaintiff Sara Baird is hereby confirmed as Class Representative, and Paul K.
18 Haines and Tuvia Korobkin of Haines Law Group, APC are confirmed as Class Counsel.

19 3. Notice was provided to the Class Members as set forth in the Settlement, which
20 was approved by the Court on October 2, 2020, and the notice process has been completed in
21 conformity with the Settlement and the Court’s Orders. The Court finds that such notice was the
22 best notice practicable under the circumstances. The Class Notice provided due and adequate
23 notice of the proceedings and matters set forth therein, informed Class Members of their rights,
24 and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California
25 Rule of Court 3.769, and due process.

26
27 _____
28 ¹ The Settlement was filed on June 10, 2020 as Exhibit 1 to the Declaration of Paul K. Haines in Support of Plaintiff’s Motion for Preliminary Approval. All terms used in this Order and Final Judgment shall have the same meaning as that assigned to them in the Settlement.

1 4. The Court finds that no Class Member objected to the Settlement, and only eight
2 (8) Class Members elected to opt-out of the Settlement, and that the approximately 98.5%
3 participation rate in the Settlement supports final approval.

4 5. The Court hereby approves the settlement as set forth in the Settlement as fair,
5 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
6 terms.

7 6. For purposes of settlement only, the Court finds that (a) the members of the
8 Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there
9 are questions of law or fact common to the Class, and there is a well-defined community of
10 interest among the Class Members with respect to the subject matter of the litigation; (c) the
11 claims of the Class Representative are typical of the claims of the Class Members; (d) the Class
12 Representative has fairly and adequately protected the interests of the Class Members; (e) a
13 class action is superior to other available methods for an efficient adjudication of this
14 controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representative
15 and the Class.

16 7. The Court orders that the Gross Settlement Amount in the amount of
17 \$195,000.00 shall be deposited by Defendant with the Settlement Administrator, Phoenix
18 Settlement Administrators, within fifteen (15) business days of the Effective Date, as that term
19 is defined in the Settlement. As provided for in the Settlement, Defendant shall pay the
20 employer's share of payroll taxes separate from, and in addition to, the Gross Settlement
21 Amount.

22 8. The Court orders that any Settlement Share checks that remain uncashed after
23 180 days after they are mailed shall escheat to the California State Controller for deposit in the
24 Unclaimed Property Fund in the name of the Settlement Class member, pursuant to the terms of
25 the Settlement.

26 9. The Court finds that the Settlement Shares, as provided for in the Settlement, are
27 fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
28 individual Settlement Awards in conformity with the terms of the Settlement.

1 10. The Court finds that a service award in the amount of \$5,000.00 to Plaintiff is
2 appropriate for her risks undertaken and service to the Class. The Court finds that this award is
3 fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment
4 in conformity with the terms of the Settlement.

5 11. The Court finds that the attorneys' fees in the amount of \$65,000.00, and actual
6 litigation costs of \$19,642.88 for Class Counsel, are fair, reasonable, and adequate, and orders
7 the Settlement Administrator to distribute these payments to Class Counsel in conformity with
8 the terms of the Settlement.

9 12. The Court finds that a payment to the Labor & Workforce Development Agency
10 (“LWDA”) in the amount of \$7,500.00 for the LWDA’s share of civil penalties under the Labor
11 Code Private Attorneys General Act is fair, reasonable, and adequate, and orders that the
12 Settlement Administrator make this payment in conformity with the terms of the Settlement.

13 13. The Court orders that the Settlement Administrator shall be paid \$11,000.00 from
14 the Gross Settlement Amount for all of its work done and to be done until the completion of this
15 matter, and finds that sum appropriate.

16 14. The Settlement is not an admission by Defendant, nor is this Order and Final
17 Judgment a finding of the validity of any allegations or of any wrongdoing by Defendant.
18 Neither this Order and Final Judgment, the Settlement, nor any document referred to herein, nor
19 any action taken to carry out the Settlement, shall be construed or deemed an admission of
20 liability, culpability, or wrongdoing on the part of Defendant.

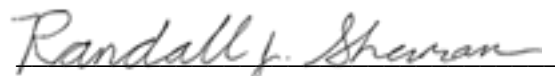
21 15. As of the date of this Order and Final Judgment, and except as to rights created
22 by the Settlement, all Participating Class Members shall be deemed to fully release and
23 discharge Defendant and its current or former shareholders, officers, directors, employees,
24 members, agents, representatives, attorneys, insurers, predecessors, successors, assigns, parent
25 companies, subsidiaries and related entities (the “Released Parties”), from all claims that were
26 pled in the Action, together with all claims that could have been pled based on ~~relating to any of~~
27 the facts, allegations, or claims in the Action, that arose during the duration of the Class Period.
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1 16. This document shall constitute a final judgment pursuant to California Rule of
2 Court 3.769(h) which provides, “If the court approves the settlement agreement after the final
3 approval hearing, the court must make and enter judgment. The judgment must include a
4 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
5 judgment. The court may not enter an order dismissing the action at the same time as, or after,
6 entry of judgment.” The Court will retain jurisdiction to enforce the Settlement, and this Final
7 Approval Order and Final Judgment.

8 17. Plaintiff to file a final disbursement declaration on or before November 17,
9 ~~December 15~~, 2021.

10 **IT IS SO ORDERED.**

11
12 Dated: **February 26, 2021**


Honorable Randall J. Sherman
Judge of the Superior Court