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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
06/07/2024 at 12:40:00 PM
Clerk of the Superior Court
By Mariejo Guyot, Deputy Clerk

9 Attorneys for Plaintiff Tyrone Williams

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF SAN DIEGO

12 TYRONE WILLIAMS, individually, and on
13 behalf of other members of the general public
14 similarly situated, and as an aggrieved employee
pursuant to the Private Attorneys General Act
(PAGA),

15 Plaintiff,

16 vs.

17 ONESOURCE DISTRIBUTORS, LLC, a
18 Delaware limited liability company;
19 ONESOURCE SUPPLY SOLUTIONS, LLC, a
20 Delaware limited liability company; SONEPAR
21 MANAGEMENT US, INC., a Delaware
22 corporation; INDEPENDENT ELECTRIC
SUPPLY, INC., a California corporation; and
DOES 1 through 10, inclusive,

23 Defendants.

Case No.: 37-2022-00029632-CU-OE-CTL

Assigned to the Hon. Matthew C. Braner

~~REVISED PROPOSED~~ **ORDER AND
JUDGMENT GRANTING MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

Date: April 26, 2024
Time: 9:00 a.m.
Place: Department C-60

Complaint Filed: July 27, 2022
Trial Date: None Set

1 **ORDER AND JUDGMENT**

2 This matter came before the Court for a hearing on the Motion for Final Approval of the Class
3 Action and PAGA Settlement (the “Motion”). Due and adequate notice having been given to Class
4 Members as required by the Court’s Preliminary Approval Order, and the Court having reviewed the
5 Motion, and determining that the settlement is fair, adequate and reasonable, and otherwise being fully
6 informed and **GOOD CAUSE** appearing therefore, it is hereby **ORDERED AS FOLLOWS**:

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

10 2. This Order hereby adopts and incorporates by reference the terms and conditions of the
11 Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement Agreement” or
12 “Settlement”), together with the definitions and terms used and contained therein.

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

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

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

25 6. The Court has considered all relevant factors for determining the fairness of the
26 settlement and has concluded that all such factors weigh in favor of granting final approval. In particular,
27 the Court finds that the settlement was reached following meaningful discovery and investigation
28 conducted by Plaintiff’s Counsel; that the settlement is the result of serious, informed, adversarial, and
29 arm’s-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
30 adequate, and reasonable.

31 7. In so finding, the Court has considered all evidence presented, including evidence
32 regarding the strength of Plaintiff’s case; the risk, expense, and complexity of the claims presented; the

1 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
2 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
3 sufficient information about the nature and magnitude of the claims being settled, as well as the
4 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
5 which the Parties have agreed.

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

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

20 10. With the exception of the two individuals who opted out of the Settlement Class, final
21 approval shall be with respect to: All persons who worked for Defendants OneSource Distributors, LLC;
22 Sonepar Management US, Inc.; and Independent Electric Supply, Inc. (“Defendants”) as non-exempt,
23 hourly paid employees in the State of California at any time from July 27, 2018 through August 15,
24 2023.

25 11. Plaintiff Tyrone Williams is an adequate and suitable representative and is hereby
26 appointed the Class Representative for the Settlement Class. The Court finds that Plaintiff’s investment
27 and commitment to the litigation and its outcome ensured adequate and zealous advocacy for the
28 Settlement Class, and that his interests are aligned with those of the Settlement Class.

29 12. The Court finds that the attorneys at Capstone Law APC have the requisite
30 qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The
31 Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position
32 of Class Counsel, and hereby appoints Capstone Law APC as counsel for the Settlement Class.

1 13. The settlement of civil penalties under PAGA in the amount of \$80,000 is hereby
2 approved. Seventy-Five Percent (75%), or \$60,000, shall be paid to the California Labor and Workforce
3 Development Agency. The remaining Twenty-Five Percent (25%), or \$20,000, will be paid to PAGA
4 Members.

5 14. The Court hereby awards Plaintiff a Class Representative Enhancement Payment of
6 \$10,000 for his service on behalf of the Settlement Class, and for agreeing to a general release of all
7 claims arising out of his employment with Defendants.

8 15. The Court hereby awards \$450,000 in attorneys' fees and \$13,347.74 in costs and
9 expenses to Capstone Law APC.

10 16. The \$55,000 difference between the requested attorney fee and service award amounts
11 and the awarded amounts must be added to the net class recovery. The court calculates the new net
12 recovery as \$934,402.26 (\$1,500,000 - \$450,000 - \$13,347.74 - \$10,000 - \$80,000 - \$12,250).

13 17. The Court approves settlement administration costs and expenses in the amount of
14 \$12,250 to CPT Group, Inc.

15 18. All Class Members were given a full and fair opportunity to participate in the Approval
16 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
17 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
18 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order
19 and Judgment shall be forever binding on all Participating Class Members. These Participating Class
20 Members have released and forever discharged the Released Parties for any and all Released Class
21 Claims during the Class Period:

22 All claims, rights, demands, liabilities, and causes of action, reasonably arising
23 from, or reasonably related to, the same set of operative facts as those set forth in
24 the operative complaint during the Class Period, including: (a) all claims for unpaid
25 overtime; (b) all claims for meal and rest break violations; (c) all claims for unpaid
26 minimum wages; (d) all claims for the failure to timely pay wages upon
27 termination based on the preceding claims; (e) all claims for the failure to timely
28 pay wages during employment based on the preceding claims; (f) all claims for
29 wage statement violations based on the preceding claims; (g) all claims for the
30 failure to reimburse for necessary business expenses; (h) all claims asserted
31 through California Business & Professions Code §§ 17200, *et seq.*; (i) any other
32 claims or penalties under the wage and hour laws pleaded in the Action or that are
based on the same predicate facts or primary rights associated with such laws; and
(j) all damages, penalties, interest and other amounts recoverable under the wage
and hour laws pleaded in the Action or that are based on the same predicate facts
or primary rights associated with such laws, including but not limited to the
corresponding provisions of the California Labor Code, the applicable Wage
Orders, and the California Unfair Competition Law.

1 19. Additionally, all PAGA Members and the LWDA have released and forever discharged
2 the Released Parties for any and all Released PAGA Claims during the PAGA Period:

3 All claims for civil penalties under California Labor Code §§ 2698, *et seq.*, that
4 were brought or could reasonably have been brought based on the facts alleged in
5 Plaintiff s LWDA letter and operative complaint, during the PAGA Period,
6 including (a) all claims for unpaid overtime; (b) all claims for meal and rest break
7 violations; (c) all claims for unpaid minimum wages; (d) all claims for the failure
8 to timely pay wages upon termination based on the preceding claims; (e) all claims
9 for the failure to timely pay wages during employment based on the preceding
10 claims; (f) all claims for wage statement violations based on the preceding claims;
11 (g) all claims for the failure to reimburse for necessary business expenses; and (h)
12 any other claims for civil penalties under the wage and hour laws pleaded in the
13 Action or that are based on the same predicate facts or primary rights associated
14 with such laws.

15 20. Judgment in this matter is entered in accordance with the above findings.

16 21. Without affecting the finality of the Judgment, the Court shall retain exclusive and
17 continuing jurisdiction over the above-captioned action and the parties under Cal. Civ. Proc. Code §
18 664.6, including all Participating Settlement Members and PAGA Members, for purposes of enforcing
19 the terms of the Judgment entered herein.

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

22 23. Plaintiff shall file a declaration from the Settlement Administrator regarding the
23 completion of settlement administration activities no later than April 4, 2025, as well as an amended
24 judgment regarding the distribution of unclaimed residuals to The California State Bar Justice Gap Fund.

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

26 Dated: 06/07/2024



27 _____
28 Hon. Matthew C. Braner
29 San Diego County Superior Court Judge