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FILED
ALAMEDA COUNTY

SEP 15 2021

CLERK OF THE SUPERIOR COURT
 By [Signature] Deputy

Attorney for Plaintiff, JUAN MARTINEZ,
 and on Behalf of Other Members of the Public
 Similarly Situated and the State of California

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

JUAN MARTINEZ, Individually, and on
 Behalf of Other Members of the Public
 Similarly Situated and the State of California,

CASE NO: RG20066058

Assigned for All Purposes to:
Hon. Evelio Grillo – Dept. 21

Plaintiff,

CLASS ACTION

vs.

[PROPOSED] ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT

GRAYBAR ELECTRIC COMPANY, INC., a
 corporation; and DOES 1 through 25,
 inclusive,

Date: September 15, 2021
Time: 10:00 a.m.
Dept.: 21
Reservation No. R-2261858

Defendants.

Trial Date: None

Complaint filed: June 26, 2020

Plaintiff Juan Martinez, Individually, and on Behalf of Other Members of the Public
 Similarly Situated and the State of California ("Plaintiff") filed his Motion for Final Approval of
 Class Action Settlement. Counsel for Plaintiff and Defendant appeared by and through their
 counsel, the firms of WorkWorld Law and Wiley Price & Radulovich, LLP, respectively. The
 matter came on regularly for hearing on September 15, 2021, at 10:00 a.m. in Department 21 of
 the above-referenced Court. Having considered the papers filed by all parties, the Court grants the

Received
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Filed By Fax

1 Motion, and hereby ORDERS, ADJUDGES AND DECREES as follows:

2 1. The Court hereby GRANTS full and final approval of the terms and conditions
3 contained in the Settlement Agreement between Plaintiff and Defendant. The Settlement
4 Agreement is hereby fully and finally approved and shall be carried out and effectuated according
5 to its terms and this Order,

6 2. This Order incorporates by reference the definitions in the Settlement Agreement
7 and all terms defined therein shall have the same meaning in this Order.

8 3. The Court finds that the Settlement Agreement and the terms and conditions set
9 forth therein are fair, reasonable, and adequate and in the best interests of the Class (defined
10 below). The Court further finds that the Class Members who have not opted out shall be bound by
11 this settlement, including the Release of Claims, and the Court concludes that this settlement
12 should be and is hereby finally approved.

13 4. For purposes of this settlement only, the Class is defined as: all persons employed
14 by Graybar Electric Company, Inc. in the State of California who were furloughed at any time
15 from April 1, 2020 through May 17, 2021, and were not paid their final wages on or before the
16 date of furlough.

17 5. The Court finds that notice was given to Class Members of the terms of the
18 settlement and properly advised the Class Members of the final approval hearing, and that no
19 objections to the settlement have been made. The Court further finds that the Class Notice, given
20 by first-class mail, was the best notice under the circumstances and satisfies the requirements of
21 due process under California Code of Civil Procedure section 382 and applicable law.

22 6. Except as to rights created by the Settlement Agreement, Plaintiff and each
23 Participating Class Member fully release and discharge Defendant and its current or former
24 shareholders, officers, directors, employees, members, agents, representatives, attorneys, insurers,
25 predecessors, successors, assigns, parent companies, subsidiaries and related entities from all
26 claims that were pled in this Action or could have been pled (whether in tort, contract or
27 otherwise) relating to any of the facts, allegations or claims in the Action, as more specifically
28 identified in the Settlement Agreement, at any time on or before the date of the Court's

1 Preliminary Approval of the Settlement.

2 7. Plaintiff, Class Members, and Defendant shall consummate the settlement in
3 accordance with the terms of the Settlement Agreement. Except as expressly provided in the
4 Settlement Agreement, the Released Parties shall not have any further liability arising from this
5 action for damages, costs, expenses, interest, attorneys' fees, or for any other charge, expense, or
6 liability.

7 8. The Court confirms the appointment of the Class Representative Juan Martinez and
8 his attorney of record, Ruben Escobedo of the WorkWorld Law firm, to act on behalf of the Class
9 in connection with the settlement.

10 9. The Court hereby finds that \$16,666 is the amount of reasonable attorneys' fees and
11 \$3,000 is the amount of reasonable costs that should be paid to Class Counsel for all work done
12 and to be done until the completion of this litigation, and as reimbursement for reasonable fees and
13 costs incurred in prosecuting this action, and hereby orders the Settlement Administrator ILYM
14 Group, Inc. to distribute payment of the said amounts from the Gross Settlement Amount of
15 \$50,000 in accordance with the Settlement Agreement and this Order. The Court orders that 10%
16 of any fee award be kept in the Settlement Administrator's trust fund until the completion of the
17 distribution process and Court approval of a final accounting. The Court will set a compliance
18 hearing after the completion of the distribution process and the expiration of the time to cash
19 checks for Class Counsel and the Settlement Administrator to comply with Code of Civil
20 Procedure section 384(b) and to submit a summary accounting how the funds have been
21 distributed to the Class Members and the status of any unresolved issues. If the distribution is
22 completed, the Court will at that time release any hold-back of attorney fees.

23 10. The Court further orders the Settlement Administrator ILYM Group, Inc. to
24 distribute payment of the settlement awards to the Class Representative and Participating Class
25 Members, the Class Representative Payment, the LWDA payment, the Settlement Administrator
26 Payment, and payroll/employment taxes in accordance with the Settlement Agreement.

27 11. The Court retains continuing jurisdiction as to all matters relating to the
28 administration and consummation of the settlement as provided in the Settlement Agreement and

1 all other matters covered in this Order and Judgment.

2 12. Nothing in this Order shall preclude any action to enforce Defendant's obligations
3 under the Settlement Agreement, including the requirement that it make payments to the Class in
4 accordance with the terms of the Settlement Agreement.

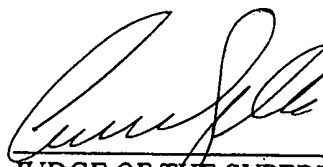
5 13. Upon entry of this Order, Judgment shall be deemed entered herein and, except as
6 otherwise provided in the Settlement Agreement, Plaintiff, the Class, and Class Counsel shall bear
7 their own attorneys' fees, costs, and expenses incurred by them in or arising out of the lawsuit and
8 shall not seek reimbursement thereof from the Released Parties.

9 14. The parties' Settlement Agreement shall not constitute an admission of liability or
10 fault by Defendant or the Released Parties, or a finding as to the validity of any claim in the
11 lawsuit or of any wrongdoing or violation of law by Released Parties. The Settlement Agreement
12 is not a concession by anyone and, to the extent permitted by law, neither this Order, Judgment,
13 nor any of the Settlement Agreement's terms or provisions, nor any of the negotiations or
14 proceedings connected thereto, shall be offered as evidence or received in evidence in any pending
15 or future civil, criminal, or administrative action or proceeding to establish any liability of, or
16 admission by, the Released Parties. Notwithstanding the foregoing, nothing in this Order and
17 Judgment shall be interpreted as prohibiting the use of this Order and Judgment in a proceeding to
18 consummate or enforce the Settlement Agreement or this Order and Judgment, or as otherwise
19 required by law.

20 Having granted final approval of the Settlement Agreement between the parties in the
21 above-entitled action as set forth above, this Court HEREBY ORDERS, ADJUDGES AND
22 DECREES that Judgment in this matter is entered in accordance with the Settlement Agreement
23 and this Order.

24 **IT IS SO ORDERED.**

25 DATED: *September 15, 2021*



JUDGE OF THE SUPERIOR COURT

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Superior Court of California, County of Alameda
Department 21, Administration Building

Case Number: RG20066058

Case Name: Graybar Electric Company, Inc. vs. Martinez

RE: ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT

DECLARATION OF SERVICE BY MAIL

I certify that I am not a party to this cause and that a true and correct copy of the foregoing document was mailed first class, postage prepaid, in a sealed envelope, addressed as shown at the bottom of this document, and that the mailing of the foregoing and execution of this certificate occurred at 1221 Oak Street, Oakland, California.

Executed on September 16, 2021

Executive Officer/Clerk of the Superior Court

By Belinda Mercado
Deputy Clerk

WorkWorld Law Corp, APC Ruben Escobedo 731 S. Lincoln Street Santa Maria, CA. 93458	
	Wiley, Price & Radulovich Ian Fellerman 1301 Marina Village Parkway, Suite 310 Alameda, CA. 94501