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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

EDWARD ALCANTAR, as an individual
and on behalf of all others similarly situated,

Plaintiffs,

vs.

AEROJET ROCKETDYNE, INC., an Ohio
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 31-2020-00281224

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

Date: August 25, 2021
Time: 9:00 a.m.
Dept.: 54

Reservation No.: 2574248

Complaint Filed: June 29, 2020
FAC Filed: July 12, 2021

1 Plaintiff Edward Alcantar's ("Plaintiff") application for an Order Granting Preliminary
2 Approval of Class Action Settlement was filed with the Court on August 3, 2021, and a hearing
3 was held before this Court on August 25, 2021. Plaintiff's counsel, Max W. Gavron of Diversity
4 Law Group, P.C., appeared on behalf of Plaintiff, and Defendant's counsel, Barbara I. Antonucci
5 / Sarah K. Hamilton of Constangy, Brooks, Smith & Prophete, LLP, appeared on behalf of
6 Defendant Aerojet Rocketdyne, Inc. ("Defendant").

7 The Court has considered the Settlement Agreement and Release ("Settlement
8 Agreement") and all other papers filed in this action.

9 NOW THEREFORE, IT IS HEREBY ORDERED:

10 1. This Court grants preliminary approval of the Settlement Agreement between
11 Plaintiff and Defendant filed herewith. The Settlement Agreement appears to be fair, adequate,
12 and reasonable to the Class.

13 2. The Class Representative and Defendant (hereafter, "Settling Parties"), through
14 their counsel of record in the Litigation, have reached an agreement to settle the class and PAGA
15 claims in the Litigation as set forth in the Settlement Agreement, on behalf of the Class (as
16 defined below and in the Settlement Agreement).

17 3. The Court hereby conditionally certifies the following Class for settlement
18 purposes only:

19 All current and former non-exempt employees employed by Defendant in
20 California who received shift differential wages and/or any form of additive pay
21 from April 6, 2019 through September 10, 2020.

22 Should for whatever reason the Settlement Agreement not become Final, the fact that the
23 Parties were willing to stipulate to certification of a class as part of the Settlement Agreement
24 shall have no bearing on, or be admissible in connection with, the Litigation or the issue of
25 whether a class should be certified in a non-settlement context.

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1 4. The Court appoints and designates: (a) Plaintiff Edward Alcantar as the Class
2 Representative and (b) Larry W. Lee and Max W. Gavron of Diversity Law Group, P.C. and
3 William L. Marder of Polaris Law Group LLP as Class Counsel for the Class. Class Counsel is
4 authorized to act on behalf of the Class with respect to all acts or consents required by, or which
5 may be given, pursuant to the Settlement Agreement, and such other acts reasonably necessary to
6 finalize the Settlement Agreement and its terms. Any Class Member may enter an appearance
7 through his or her own counsel at such Class Member's own expense. Any Class Member who
8 does not enter an appearance or appear on his or her own behalf will be represented by Class
9 Counsel.

10 5. The Court hereby approves the terms and conditions provided for in the
11 Settlement Agreement. The Court finds that on a preliminary basis the Settlement Agreement
12 falls within the range of reasonableness of a settlement, including the amount of the PAGA
13 penalties, and appears to be presumptively valid, subject only to any objections that may be
14 raised at the final fairness hearing and final approval by the Court. It appears to the Court on a
15 preliminary basis that the settlement is fair, adequate, and reasonable as to all potential Class
16 Members when balanced against the probable outcome of further litigation relating to liability
17 and damages issues. It also appears that investigation, research, and court proceedings have been
18 conducted so that counsel for the Settling Parties are able to reasonably evaluate their respective
19 positions. It appears to the Court that settlement at this time will avoid substantial additional
20 costs by all Settling Parties, as well as avoid the delay and risks that would be presented by the
21 further prosecution of the Litigation. It also appears that settlement has been reached as a result
22 of intensive, serious, and non-collusive arm's length negotiations.

23 6. A final fairness hearing on the question of whether the proposed Settlement
24 Agreement, the allocation of payments to Settlement Class Members, attorneys' fees and costs to
25 Class Counsel, the payment to the Settlement Administrator, the payment to the Labor
26 Workforce & Development Agency, and the Class Representative Incentive Award should be
27 finally approved as fair, reasonable, and adequate as to the members of the Class is hereby set for
28 _____ at _____ in this Court.

1 7. The Court hereby approves, as to form and content, the Notice of Class Action
2 Settlement (“Settlement Class Notice”) to be sent to Class Members, which is attached as
3 **Exhibit A** to the Settlement Agreement. The Court finds that distribution of the Settlement Class
4 Notice to Class Members substantially in the manner and form set forth in the Settlement
5 Agreement and this Order meets the requirements of due process and shall constitute due and
6 sufficient notice to all parties entitled thereto.

7 8. The Court appoints and designates Phoenix Settlement Administrators as the
8 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the
9 approved Settlement Class Notice to Class Members using the procedures set forth in the
10 Settlement Agreement.

11 9. Any Class Member may choose to opt out of and be excluded from the Settlement
12 as provided in the Settlement Agreement and Settlement Class Notice, and by following the
13 instructions for requesting exclusion. Any person who timely and properly opts out of the
14 Settlement will not be bound by the Settlement Agreement or have any right to object, appeal, or
15 comment thereon. Any requests for exclusion must be in writing and signed by each such Class
16 Member opting out and must otherwise comply with the requirements delineated in the Class
17 Notice. Class Members who have not requested exclusion by submitting a valid and timely
18 request by the deadline shall be bound by all determinations of the Court, the Settlement
19 Agreement, and Judgment.

20 10. Any Class Member may object to the Settlement Agreement or express his or her
21 views regarding the Settlement Agreement and may present evidence and file briefs or other
22 papers that may be proper and relevant to the issues to be heard and determined by the Court as
23 provided in the Notice.

24 11. The Motion for Final Approval shall be filed by the Class Representative no later
25 than sixteen (16) court days before the Settlement Fairness Hearing.

26 12. The Court reserves the right to adjourn or continue the date of the Settlement
27 Fairness Hearing and all dates provided for in the Settlement Agreement without further notice to
28 the Class, and retains jurisdiction to consider all further applications arising out of or connected

1 with the Class Settlement Agreement.

2 IT IS SO ORDERED.

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4 DATED: _____

5 HON. CHRISTOPHER E. KRUEGER
6 SUPERIOR COURT OF CALIFORNIA
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