

1 Larry W. Lee (State Bar No. 228175)
2 Max W. Gavron (State Bar No. 291697)
3 **DIVERSITY LAW GROUP, P.C.**
4 515 S. Figueroa Street, Suite 1250
5 Los Angeles, CA 90071
6 (213) 488-6555
7 (213) 488-6554 facsimile

8 William L. Marder (State Bar No. 170131)
9 **Polaris Law Group LLP**
10 501 San Benito Street, Suite 200
11 Hollister, CA 95023
12 (831) 531-4214
13 (831) 634-0333 facsimile

14 Attorneys for Plaintiff, the Class, and Aggrieved Employees

11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SACRAMENTO**

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

16 Plaintiffs,

17 vs.

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

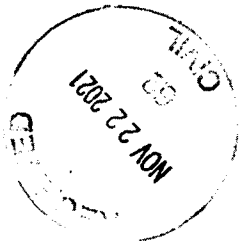
21 Defendants.

Case No.: 31-2020-00281224

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

Date: December 16, 2021
Time: 9:00 a.m.
Dept.: 54

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



BY FAX

1 Plaintiff Edward Alcantar (“Plaintiff”) and Defendant Aerojet Rocketdyne, Inc.
2 (“Defendant”) (collectively, the “Parties”) have entered into a Settlement Agreement and Release
3 (“Settlement Agreement”) to settle the above-captioned class and PAGA representative action
4 subject to the Court’s final approval (the “Settlement”).

5 This matter is now before the Court on Plaintiff’s Motion for Final Approval of Class
6 Action Settlement, including approval of the Class Representative Incentive Award for Plaintiff
7 and Class Counsel’s application for attorneys’ fees and costs. The Court has read, heard, and
8 considered all the pleadings and documents submitted, and the presentations made in connection
9 with the Motion which came on for hearing on December 16, 2021.

10 **I. BACKGROUND**

11 On June 29, 2020, Plaintiff filed a class action complaint in the Superior Court of the
12 State of California for the County of Sacramento. The complaint alleges the following claims:
13 (1) failure to provide accurate itemized wage statements in violation of Labor Code § 226(a); and
14 (2) violation of Labor Code § 2698, *et seq.*, the Private Attorneys General Act (“PAGA”).
15 Plaintiff later amended the Complaint. In the operative Complaint, Plaintiff alleged that
16 whenever shift differentials or additive wages were paid, the wage statements issued by
17 Defendant failed to identify the applicable hourly rates of pay and number of hours worked.

18 **A. Class Members**

19 The Class is defined as follows:

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

23 **B. Operation of the Settlement**

24 Pursuant to the Preliminary Approval Order dated September 7, 2021, this Court
25 conditionally certified the Class and granted preliminary approval to the Settlement Agreement.
26 The Preliminary Approval Order also approved of the proposed forms of notice and notice plan.
27 The Court entered the Preliminary Approval Order after review and consideration of all of the
28 pleadings filed in connection herewith, and the oral presentations made by counsel at the hearing.

1 In compliance with the Preliminary Approval Order, the Notice of Class Action
2 Settlement (“Settlement Class Notice”) was sent to all Class Members via first class mail. Notice
3 Packets were sent to 382 individuals with updated addresses and 1 Notice Packet remained
4 undeliverable. The notice process was timely completed.

5 This Court finds that the Settlement appears to be the product of serious, informed, non-
6 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
7 treatment to any individuals. The Court finds that the Settlement was entered into in good faith
8 pursuant to California Code of Civil Procedure § 877.6. The Court further finds that the
9 Settlement is fair, reasonable, and adequate and that Plaintiff has satisfied the standards for final
10 approval of a class action settlement under California law. Under the provisions of California
11 Code of Civil Procedure § 382 and Federal Rule of Civil Procedure 23, as approved for use by
12 the California state court in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971), the trial court
13 has discretion to certify a class where:

14 [Q]uestions of law or fact common to the members of the class
15 predominate over any questions affecting only individual
16 members, and that a class action is superior to the available
17 methods for the fair and efficient adjudication of the controversy
... Fed. R. Civ. Proc. 23.

18 Certification of a settlement class is the appropriate judicial device under these circumstances.

19 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS
20 FOLLOWS:

21 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
22 Settlement Agreement filed in this case.

23 2. The Court has jurisdiction over the subject matter of the litigation, the Class
24 Representative, the other members of the Settlement Class, and Defendant.

25 3. The Court finds that the dissemination of the Settlement Class Notices, as
26 disseminated by the appointed Settlement Administrator, Phoenix Settlement Administrators, to
27 the Class Members, constituted the best notice practicable under the circumstances to all persons
28 within the definition of the Class, and fully met the requirements of California law and due

1 process under the United States Constitution.

2 4. The Court approves the settlement of the above-captioned action, as set forth in
3 the Settlement Agreement, as fair, just, reasonable, and adequate as to the Parties. The Parties are
4 directed to perform in accordance with the terms set forth in the Settlement Agreement.

5 5. Except as otherwise provided in the Settlement Agreement, the Parties are to bear
6 their own costs and attorneys' fees.

7 6. The Court hereby certifies the following Class for settlement purposes only:

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

11 7. With respect to the Class and for purposes of approving the settlement only and
12 for no other purpose, this Court finds and concludes that: (a) the members of the Class are
13 ascertainable and so numerous that joinder of all members is impracticable; (b) there are
14 questions of law or fact common to the Class, and there is a well-defined community of interest
15 among members of the Class with respect to the subject matter of the non-exempt claims in the
16 Litigation; (c) the claims of Class Representative is typical of the claims of the members of the
17 Class; (d) the Class Representative has fairly and adequately protected the interests of the
18 members of the Class; (e) a class action is superior to other available methods for an efficient
19 adjudication of this controversy; and (f) the counsel of record for the Class Representative, *i.e.*,
20 Class Counsel, are qualified to serve as counsel for Plaintiff in his individual and representative
21 capacities and for the Class.

22 8. Within thirty (30) days after the grant of Final Approval of the settlement,
23 Defendant shall remit to a Qualified Settlement Fund established by the Settlement
24 Administrator the Class Settlement Amount of Four Hundred Fifty Thousand Dollars
25 (\$450,000.00), pursuant to the terms of the Settlement Agreement.

26 9. From the Class Settlement Amount, the Settlement Administrator shall pay:
27 (a) to Class Counsel attorneys' fees in the amount of One Hundred Fifty-
28 Seven Thousand Five Hundred Dollars (\$157,500.00) and reimbursement of costs in the amount

of Twelve Thousand Two Hundred and Nineteen Dollars and Ninety-Four Cents (\$12,219.94);

(b) Incentive Award to Class Representative Edward Alcantar to reimburse him for his unique services, and as consideration for the execution of a general release, in the amount of Ten Thousand Dollars (\$10,000.00);

(c) the sum of Thirty Thousand Dollars (\$30,000.00) to the California Labor and Workforce Development Agency for its seventy-five percent (75%) share of PAGA penalties; and

(d) the sum of Seven Thousand Nine Hundred Fifty Dollars (\$7,950.00) to the Settlement Administrator, Phoenix Settlement Administrators, for its fees and costs relating to the settlement administration process.

10. The Court finds that these amounts are fair and reasonable. The Settlement Administrator is directed to make such payments in accordance with the terms of the Settlement Agreement.

11. The Court approves the individual settlement payment amounts, which shall be distributed by the Settlement Administrator pursuant to the terms of the Settlement Agreement from the Net Settlement Amount, after payment of those amounts set forth in Paragraphs B.4, B.5, and B.6.

12. The Court hereby orders the parties to implement the terms of the Settlement Agreement, including distributing any uncashed settlement payment checks to the mutually agreeable *cy pres* beneficiary Legal Aid at Work.

13. All Class Members who did not opt out of the Settlement shall be bound by the releases provided in the Settlement Agreement. The Class Representative shall be bound by the general releases provided in the Settlement Agreement.

//

//

//

//

//

1 14. The Court hereby enters final judgment in this case in accordance with the terms
2 of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of
3 the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction
4 over the action and the Parties, including all Settlement Class Members, for purposes of
5 enforcing and interpreting this Order and the Settlement.

6 IT IS SO ORDERED.

7
8 DATED: _____

9 HON. CHRISTOPHER E. KRUEGER
10 SUPERIOR COURT OF CALIFORNIA
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28