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Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA

DAVID ANDRADE, as an individual and on
behalf of all others similarly situated, and as a
private attorney general,

Plaintiffs,

vs.

GENERAL DYNAMICS MISSION SYSTEMS,
INC., a Delaware corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. 20CV03134

[Hon. Thomas P. Anderle]

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY APPROVAL**

*[Filed concurrently with Notice of Motion and
Motion for Preliminary Approval of Class Action
Settlement; Memorandum of Points and
Authorities; Declaration of Larry W. Lee;
Declaration of Simon L. Yang; Declaration of
William L. Marder; Declaration of David
Andrade]*

Date: September 14, 2021
Time: 10:00 a.m.
Department: 3

Complaint Filed: September 28, 2020

1 Plaintiff's motion for an Order Granting Preliminary Approval of Class Action Settlement was
2 filed with the Court on August 20, 2021, and a hearing was held before this Court on September 14,
3 2021. Simon L. Yang of Diversity Law Group, P.C. appeared on behalf of Plaintiff and the Class, and
4 Carrie A. Gonell of Morgan, Lewis & Bockius, LLP appeared for Defendant.

5 After considering the papers and evidence, arguments of counsel, and all other matters presented
6 to the Court, and having taken the matter under submission, **IT IS HEREBY ORDERED** as follows:

7 1. The Court grants preliminary approval of the Joint Stipulation of Class Action and PAGA
8 Settlement ("Agreement") submitted by Plaintiff and Defendant. The Agreement appears to be fair,
9 adequate, and reasonable to the Class.

10 2. The Parties, through their counsel of record, have reached an agreement to settle all
11 claims alleged by Plaintiff on behalf of the Class (as defined below and in the Agreement) and as a
12 proxy for the State of California pursuant to the Labor Code Private Attorneys General Act of 2004
13 ("PAGA"). The Court conditionally certifies the following Class for settlement purposes only: (i) all
14 current and former nonexempt employees who worked for Defendant in California between September
15 28, 2019, and the date of Preliminary Approval ("Non-Exempt Class Members"), and (ii) all current and
16 former exempt employees who worked for Defendant in California between September 28, 2019, and
17 December 18, 2020 ("Exempt Class Members"). All Class Members are also "PAGA Employees."

18 3. Should for whatever reason final approval is not granted, the fact that the Parties were
19 willing to stipulate to certification of a class as part of the settlement shall have no bearing on the issue
20 of whether a class should be certified in a non-settlement context.

21 4. The Court appoints and designates: (a) Plaintiff, David Andrade, as the Class
22 Representative, and (b) Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C., and William L.
23 Marder of Polaris Law Group as Class Counsel for the Class. Class Counsel is authorized to act on
24 behalf of the Class with respect to all acts or consents required by, or which may be given, pursuant to
25 the Agreement, and such other acts reasonably necessary to finalize the Agreement and its terms. Any
26 Class Member may enter an appearance through his or her own counsel at such Class Member's own
27 expense. Any Class Member who does not enter an appearance or appear on his or her own behalf will
28 be represented by Class Counsel.

1 5. The Court hereby approves the terms and conditions provided for in the Agreement. The
2 Court finds that on a preliminary basis the Agreement falls within the range of reasonableness of a
3 settlement and appears to be presumptively valid, subject to any objections that may be raised at the
4 final fairness hearing and subject to final approval by the Court. It appears to the Court on a preliminary
5 basis that the settlement is fair, adequate, and reasonable as to all potential Class Members when
6 balanced against the uncertain outcome of further litigation relating to liability and damages issues. It
7 also appears that investigation, research, and court proceedings have been conducted so that counsel for
8 the Parties are able to reasonably evaluate their respective positions. It appears to the Court that
9 settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay
10 and risks that would be presented by the further prosecution of the action. It also appears that settlement
11 has been reached as a result of intensive, serious, and non-collusive arms-length negotiations.

12 6. A final fairness hearing on the question of whether the proposed Agreement, the
13 allocation of payments to Settlement Class Members, attorneys' fees and costs to Class Counsel, the
14 payment to the Labor Workforce & Development Agency, and the Enhancement Award should be
15 finally approved as fair, reasonable, and adequate as to the members of the Class is set for
16 _____, 2021, at _____ in this Court.

17 7. The Court hereby approves, as to form and content, the Notice of Class Action Settlement
18 ("Notice Packet"), which is attached as Exhibit A to the Agreement. The Court finds that distribution of
19 the Notice Packet to Class Members substantially in the manner and form set forth in the Agreement and
20 this Order meets the requirements of due process and shall constitute due and sufficient notice to all
21 parties entitled thereto.

22 8. The Court appoints and designates Phoenix Settlement Administrators as the Settlement
23 Administrator. The Court hereby directs the Settlement Administrator to provide the approved Notice
24 Packet to Class Members using the procedures set forth in the Agreement.

25 9. Any Class Member may choose to opt out of and be excluded from the settlement as
26 provided in the Agreement and Class Notice and by following the instructions for requesting exclusion.
27 Any person who timely and properly opts out of the settlement will not be bound by the Agreement or
28 have any right to object, appeal, or comment thereon. Any request for exclusion must be in writing and

1 signed by each such Class Member opting out and must otherwise comply with the requirements
2 delineated in the Class Notice. Class Members who have not requested exclusion by submitting a valid
3 and timely request for exclusion shall be bound by all determinations of the Court, the Agreement, and
4 Judgment.

5 10. Any Class Member may object to the Agreement or express his or her views regarding
6 the Agreement. Any Class Member may present evidence and file briefs or other papers relevant to the
7 issues to be heard and determined by the Court as provided in the Notice Packet.

8 11. A Motion for Final Approval shall be filed by the Class Representative no later than
9 sixteen (16) court days before the final fairness hearing.

10 12. The Court reserves the right to adjourn or continue the date of the final fairness hearing
11 and all dates provided for in the Agreement without further notice to the Class. The Court retains
12 jurisdiction to consider all further applications arising out of or connected with the Agreement.

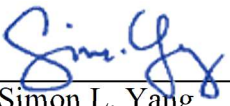
13 **IT IS SO ORDERED.**

14 DATED: _____, 2021

THE HONORABLE THOMAS P. ANDERLE

1 Respectfully submitted on August 20, 2021, by:

2 DIVERSITY LAW GROUP, P.C.

3
4 By:  _____

5 Simon L. Yang

6 Attorneys for Plaintiff
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1 **PROOF OF SERVICE**

2 **(Code of Civil Procedure Sections 1013a, 2015.5)**

3
4 STATE OF CALIFORNIA]
5 COUNTY OF LOS ANGELES]ss.
6]

7 I am employed in the County of Los Angeles, State of California. I am over the age of
8 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite
9 1250, Los Angeles, California 90071.

10 On August 20, 2021, I served the following document(s) described as: **[PROPOSED]**
11 **ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL** on the interested
12 parties in this action as follows:

13 Carrie A. Gonell
14 Carrie.gonell@morganlewis.com
15 Joel M. Purles
16 Joel.purles@morganlewis.com
17 Morgan, Lewis & Bockius LLP
18 600 Anton Boulevard, Suite 1800
19 Costa Mesa, California 92626-7653

20 *Attorney for Defendant General Dynamics Mission Systems, Inc.*

21 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-
22 entitled document(s) to be served through the Odyssey eFileCA E-Filing System at the website
23 www.california.tylerhost.net, addressed to all parties appearing on the electronic service list for
24 the above-entitled case. The service transmission was reported as complete and a copy of the
25 filing receipt/confirmation will be filed, deposited, or maintained with the original document(s)
26 in this office.

27 I declare under penalty of perjury under the laws of the State of California that the
28 above is true and correct. Executed on August 20, 2021, at Los Angeles, California.

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