

FILED

SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA

02/03/2022

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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 FINAL APPROVAL OF
CLASS ACTION SETTLEMENT;
~~[PROPOSED]~~ FINAL JUDGMENT

Date: January 11, 2022

Time: 10:00 a.m.

Department: 3

Complaint Filed: September 28, 2020

1 The motion for an Order Granting Final Approval of Class Action Settlement was submitted to
2 the Court on December 16, 2021, and re-filed on December 21, 2021, and a hearing was held on this
3 matter before this Court on January 11, 2022. Simon L. Yang of Diversity Law Group, P.C. appeared on
4 behalf of Plaintiff, David Andrade, and the Class, and Carrie A. Gonell of Morgan, Lewis & Bockius,
5 LLP appeared for Defendant, General Dynamics Mission Systems, Inc.

6 The Court has considered the papers and evidence, including the Joint Stipulation of Class
7 Action and PAGA Settlement (“Agreement”) submitted by Plaintiff and Defendant, the arguments of
8 counsel, and all other matters presented to the Court, regarding final approval of the settlement, approval
9 of requested allocations from the settlement fund, and entry of final judgment.

10 **I. Background**

11 On September 28, 2020, Plaintiff filed a complaint in the Superior Court of the State of
12 California for the County of Santa Barbara alleging claims as a class action and pursuant to the Labor
13 Code Private Attorneys General Act of 2004 (“PAGA”). On May 11, 2021, Plaintiff filed the operative
14 First Amended Complaint (the “Complaint”). Based on Defendant’s alleged failure to furnish employees
15 with accurate itemized wage statements, the Complaint alleges a class cause of action and a PAGA
16 cause of action.

17 **A. Class Members**

18 The Class is defined to include: (i) all current and former nonexempt employees who worked for
19 Defendant in California between September 28, 2019, and September 16, 2021 (“Non-Exempt Class
20 Members”); and (ii) all current and former exempt employees who worked for Defendant in California
21 between September 28, 2019, and December 18, 2020 (“Exempt Class Members”). All Class Members
22 are also aggrieved employees under PAGA.

23 **B. Operation of the Settlement**

24 Pursuant to the Court’s September 16, 2021 Preliminary Approval Order, the Court conditionally
25 certified the Class and granted preliminary approval to the settlement. The Preliminary Approval Order
26 also approved of the proposed forms of notice to the Class. The Court entered the Preliminary Approval
27 Order after review and consideration of all of the pleadings filed in connection herewith, and the oral
28 presentations made by counsel at the hearing.

1 Pursuant to the Preliminary Approval Order, the Notice of Class Action Settlement (“Notice
2 Packet”) was sent to all 545 Class Members via first class mail. After remailings, the Notice Packet was
3 undeliverable to only one individual.

4 **II. Findings**

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

13 [Q]uestions of law or fact common to the members of the class predominate over any questions
14 affecting only individual members, and that a class action is superior to the available methods for
the fair and efficient adjudication of the controversy

15 FED. R. CIV. PROC. 23.

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

17 Worthy cause appearing **IT IS HEREBY ORDERED AND ADJUDICATED** as follows:

18 1. For purposes of this Order, the Court adopts all defined terms as set forth in the
19 Agreement.

20 2. The Court has jurisdiction over the subject matter of the litigation, the Class
21 Representative, Settlement Class Members, and Defendant.

22 3. The Court finds that the dissemination of the Notice Packet to the Class Members by the
23 appointed Administrator, Phoenix Settlement Administrators, constituted the best notice practicable
24 under the circumstances to all Class Members, and fully met the requirements of California law and due
25 process under the State and Federal Constitutions.

26 4. The Court approves the settlement of the above-captioned action, as set forth in the
27 Agreement, as fair, adequate, and reasonable to the Parties and Class Members. The Parties are directed
28 to perform in accordance with the terms set forth in the Agreement.

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

3 6. The Court hereby certifies the following Class for settlement purposes only: (i) all current
4 and former nonexempt employees who worked for Defendant in California between September 28,
5 2019, and September 16, 2021 ("Non-Exempt Class Members"); and (ii) all current and former exempt
6 employees who worked for Defendant in California between September 28, 2019, and December 18,
7 2020 ("Exempt Class Members"). All Class Members are PAGA Employees.

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

18 8. Within thirty (30) calendar days after the grant of Final Approval of the settlement and
19 entry of judgment, Defendant shall deposit the Gross Settlement Amount of Four Hundred Sixty-One
20 Thousand Two Hundred Forty-Three Dollars and Eighty-One Cents (\$461,243.81) with the
21 Administrator, pursuant to the terms of the Agreement.

22 9. From the Gross Settlement Amount, the Administrator shall pay:

23 a. to Class Counsel attorneys' fees in the amount of One Hundred Sixty-One
24 Thousand Four Hundred Thirty-Five Dollars and Thirty-Three Cents
25 (\$161,435.33) and reimbursement of costs in the amount of Six Thousand Five
26 Hundred Six Dollars and Sixty-Eight Cents (\$6,506.68);
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- b. to Class Representative David Andrade for his unique services to the Class, and as consideration for the execution of a general release, the amount of Ten Thousand Dollars (\$10,000.00);
- c. to the California Labor and Workforce Development Agency the amount of Thirty Thousand Dollars (\$30,000) for its seventy-five percent (75%) share of PAGA Penalties; and
- d. to Phoenix Settlement Administrators the amount of Ten Thousand Dollars (\$10,000.00) for its fees and costs in administering the settlement.

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

11. The Court approves the Individual Settlement Payment and Individual PAGA Payment amounts, which shall be distributed by the Administrator pursuant to the terms of the Agreement, after payment of those amounts set forth in Paragraph 9.

12. The Court hereby orders the parties to implement the terms of the Agreement, including distributing any uncashed settlement checks to California CASA Association.

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

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

15. Pursuant to Code of Civil Procedure section 668.5, judgment shall be entered as of the filing of this judgment. This judgment makes no finding of any violation of the Labor Code, liability, or other wrongdoing. None of the settlement or any of its terms, the order approving the settlement, or this judgment are an admission of any liability or finding of any violation of the Labor Code.

1 **IT IS SO ORDERED.**

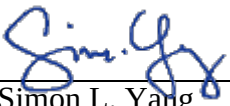
2 DATED: January 28 , 2022



THE HONORABLE THOMAS P. ANDERLE

1 Respectfully submitted on December 16, 2021, by:

2 DIVERSITY LAW GROUP, P.C.

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4 By:  _____

5 Simon L. Yang

6 Attorneys for Plaintiff
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