

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

SEP 21 2023

BY 
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

EVERETT ALEXANDER, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

KBR TECHNICAL SERVICES, INC., a Delaware
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. CIVSB2133085

[Assigned for all purposes to the Hon. David
Cohn, Dept. S-26]

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF SETTLEMENT AND
JUDGMENT**

Date: September 21, 2023

Time: 9:00 a.m.

Dept.: S-26

Complaint Filed: November 9, 2021

FAC Filed: November 29, 2022

Trial Date: Not Set

1 Plaintiff Everett Alexander ("Plaintiff" or "Alexander") and Defendant KBR Technical
2 Services, Inc. ("Defendant") (collectively, the "Settling Parties") have entered into the Joint
3 Stipulation of Class Action and PAGA Settlement ("Stipulation" or "Settlement Agreement") to
4 settle the above-captioned class action subject to the Court's approval (the "Settlement").
5 This matter is now before the Court on Plaintiff's Motion for Final Approval of Class Action
6 Settlement. The Court has read, heard, and considered all the pleadings and documents submitted,
7 and the presentations made in connection with the Motion which came on for hearing on September
8 21, 2023.

9 **I. BACKGROUND**

10 On November 9, 2021, Plaintiff filed the operative class action complaint on behalf of
11 himself and all similarly situated employees against Defendant KBR Technical Services, Inc.
12 ("Defendant") in the Superior Court of the State of California for the County of San Bernardino. The
13 class action complaint alleges a cause of action for violation of Labor Code § 226.

14 On January 5, 2022, Plaintiff filed a related action against Defendant in the Superior Court of
15 the State of California, County of San Bernardino, Case Number CIVSB2200363 (the "PAGA
16 Action"). The PAGA Action is a representative action complaint and alleges a cause of action for
17 violation of Labor Code § 2698, et seq., predicated on an underlying violation of Labor Code § 226.

18 On November 21, 2022 Plaintiff filed a Joint Stipulation for Leave to File a First Amended
19 Complaint, in which the Parties agreed to allow Plaintiff to file a first amended complaint in the Action
20 solely for the purpose of obtaining the Court's approval of the Parties' settlement agreement. The first
21 amended complaint alleges two causes of action for violation of Labor Code §§ 226 and 2698, et seq.,
22 and combines the allegations of the Action and the PAGA Action. The first amended complaint also
23 names Defendant's affiliated companies (Centauri, LLC (also known as NTG), KBR Monterrey S.A.
24 de C.V., Tech Staffing Resources, KBR Wyle Services, LLC, and KBR Services, LLC) as defendants.
25 On November 29, 2022, the Court signed the order granting the Parties' stipulation, and the first
26 amended complaint was deemed to have been filed. The first amended complaint is the operative
27 Complaint ("Complaint"). As alleged in the Complaint, Plaintiff seeks to represent the Class Members
28 and other aggrieved employees. Plaintiff further seeks damages, penalties, interest, attorneys' fees, and

costs.

A. Class Members

The “Class Members” are defined as (1) “all former and current employees of Defendant KBR Technical Services, Inc., Centauri, LLC (also known as NTG), KBR Monterrey S.A. de C.V., and/or Tech Staffing Resources, LLC in the state of California at any time during the Covered Period who received one or more wage statements during the Covered Period and who do not opt-out of the settlement; and (2) all non-exempt current and former employees of KBR Wyle Services, LLC and/or KBR Services, LLC who worked in the state of California at any time during the Covered Period who received one or more wage statements with overtime or double time pay during the Covered Period and who do not opt-out of the settlement.” (the “Class”). The Covered Period means the period from November 1, 2020 to October 7, 2022.

B. Operation of the Settlement

Pursuant to the Preliminary Approval Order dated May 5, 2023, this Court conditionally certified the Class and granted preliminary approval to the Settlement. The Preliminary Approval Order also approved of the proposed forms of notice and notice plan. The Court entered the Preliminary Approval Order after review and consideration of all of the pleadings filed in connection herewith and the oral presentations made by counsel at the hearing.

In compliance with the Preliminary Approval Order, the Class Notice was sent to all Class Members via U.S. first class mail. The notice process was timely completed. This Court finds that the Settlement appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment to any individuals. The Court finds that the Settlement was entered into in good faith pursuant to California Code of Civil Procedure § 877.6. The Court further finds that the Settlement is fair, reasonable, and adequate and that Plaintiff has satisfied the standards for final approval of a class action settlement under California law. Under the provisions of California Code of Civil Procedure § 382 and FRCP 23, as approved for use by the California state court in *Vasquez v. Superior Court* (1971) 4 Cal. 3d 800, 821, the trial court has discretion to certify a class where:

[Q]uestions of law or fact common to the members of the class

1 predominate over any questions affecting only individual members, and
2 that a class action is superior to the available methods for the fair and
3 efficient adjudication of the controversy ... Fed. R. Civ. Proc. 23.
4

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

6 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS
7 FOLLOWS:

8 1. The Court, for purposes of this Order, adopts all defined terms and conditions as set
9 forth in the Settlement Agreement filed in this case.

10 2. The Court has jurisdiction over the subject matter of this litigation and the Class
11 Representative, the other members of the Class, and Defendant.

12 3. The Court finds that the dissemination of the Notice of Pendency of Class Action and
13 Proposed Settlement as disseminated to the Class Members, constituted the best notice practicable
14 under the circumstances to all persons within the definition of the Class, and fully met the
15 requirements of California law and due process under the United States Constitution.

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

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

21 6. The Court hereby certifies the following Class for settlement purposes only: "(1) all
22 former and current employees of Defendant KBR Technical Services, Inc., Centauri, LLC (also
23 known as NTG), KBR Monterrey S.A. de C.V., and/or Tech Staffing Resources, LLC in the state of
24 California at any time during the Covered Period who received one or more wage statements during
25 the Covered Period and who do not opt-out of the settlement; and (2) all non-exempt current and
26 former employees of KBR Wyle Services, LLC and/or KBR Services, LLC who worked in the state
27 of California at any time during the Covered Period who received one or more wage statements with
28 overtime or double time pay during the Covered Period and who do not opt-out of the settlement."

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

11 8. Defendant shall fund \$1,500,000.00 of the total Gross Settlement Amount pursuant to
12 the terms of the Settlement Agreement. In no event will Defendant or any of the Released Parties be
13 required to pay more than the Gross Settlement Amount.

14 9. The Court approves the Individual Settlement Payment amounts, which shall be
15 distributed pursuant to the terms of the Settlement Agreement.

16 10. Out of the Gross Settlement Amount, Defendant shall pay (a) to Class Counsel
17 attorneys' fees in the amount of \$500,000.00 and reimbursement of costs in the amount of
18 \$12,840.20; (b) enhancement payment to the Class Representative Everett Alexander in the amount
19 of \$10,000.00; (c) the sum of \$37,500,000 to be paid to the LWDA for PAGA Penalties; and (d)
20 \$12,500.00 to the Settlement Administrator, Phoenix Settlement Administrators, for the costs relating
21 to the claims administration process in this matter. The Court finds that these amounts are fair and
22 reasonable. Defendant is directed to make such payments from the Gross Settlement Fund and in
23 accordance with the terms of the Settlement Agreement.

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

1 12. As set forth in the Settlement Agreement, any uncashed funds will be disbursed to the
2 Warriors to Work program within the Wounded Warrior Project as a *cy pres* recipient, pursuant to
3 Code of Civil Procedure § 384.

4 13. This Final Approval of Settlement and Judgment will have full *res judicata* effect and be
5 final and binding upon the Participating Class Members regarding the Settled Class Claims, upon the
6 Settlement Aggrieved Employees regarding the Settled PAGA Claims and upon Plaintiff for any of s
7 Plaintiff's Released Claims, as outlined in the Settlement Agreement. This Final Approval of
8 Settlement and Judgment and the underlying Settlement Agreement preclude Plaintiff, Participating
9 Class Members and Settlement Aggrieved Employees from instituting, commencing, or continuing to
10 pursue, directly or indirectly, as an individual or collectively, representatively, derivatively, or on
11 behalf of himself or herself, or in any other capacity of any kind whatsoever, any action in this Court,
12 any other state or federal court, or any arbitration or mediation proceeding or any other similar
13 proceeding, against Defendant or any of the Released Parties, that asserts any Settled Class Claims,
14 Settled PAGA Claims or Plaintiff's Released Claims. This Final Approval of Settlement and Judgment
15 permanently enjoins and bars all Participating Class Members and Settlement Aggrieved Employees
16 from prosecuting any and all of the Settled Class Claims or Settled PAGA Claims and Plaintiff from
17 prosecuting any of the Plaintiff's Released Claims against Defendant or any of the Released Parties,
18 on satisfaction of all payments and obligations hereunder. This Final Approval of Settlement and
19 Judgment permanently enjoins and bars all Participating Class Members and Settlement Aggrieved
20 Employees from reopening any of the Settled Class Claims or Settled PAGA Claims against Defendant
and/or any of the Released Parties.

21 14. The Settlement is not an admission by Defendant or by any of the Released Parties, nor
22 is this Final Approval of Settlement and Judgment a finding of the validity of any allegations or of any
23 wrongdoing by Defendant or any other Released Parties. Neither this Order, the Settlement
24 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement
25 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
26 concession, or liability whatsoever by or against Defendant or any of the other Released Parties. Nor
27 should this Order or the Settlement Agreement be construed as an admission that Plaintiff can serve as
28 adequate Class Representative or that an ascertainable class exists. There has been no determination

1 by any court as to the merits of the claims asserted by Plaintiff against Defendant or as to whether a
2 class or classes should be certified, other than for settlement purposes only.

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4 IT IS SO ORDERED AND ADJUDGED.

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6 DATED: _____

9/21/23

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HON. DAVID COHN
SUPERIOR COURT OF CALIFORNIA
Jessica Morgan