

Larry W. Lee (State Bar No. 228175)
Kristen M. Agnew (State Bar No. 247656)
Nicholas Rosenthal (State Bar No. 268297)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, California 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
kagnew@diversitylaw.com
nrosenthal@diversitylaw.com

William L. Marder (SBN 170131)
bill@polarislawgroup.com
POLARIS LAW GROUP
501 San Benito Street, Suite 200
Hollister, CA 95023
Telephone: (831) 531-4214
Facsimile: (831) 634-0333

Attorneys for Plaintiff and the Class

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
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: March 22, 2023

Time: 10:00 a.m.

Dept.: S-26

Complaint Filed: November 9, 2021

FAC Filed: November 29, 2021

Trial Date: Not Set

1 Plaintiff's application for an Order Granting Preliminary Approval of Class Action Settlement
2 was filed with the Court on November 30, 2022, and a hearing was held before this Court on March
3 22, 2023.

4 The Court has considered the Joint Stipulation of Class Action and PAGA Settlement
5 ("Settlement Agreement") and all other papers filed in this action.

6 NOW THEREFORE, IT IS HEREBY ORDERED:

7 1. This Court grants preliminary approval of the Settlement Agreement between Plaintiff
8 Everett Alexander and Defendant KBR Technical Services, Inc. filed herewith. The Joint Stipulation
9 of Class Action and PAGA Settlement appears to be fair, adequate, and reasonable to the Class;

10 2. The Class Representative and Defendant (hereafter, "Settling Parties"), through their
11 counsel of record in the Litigation, have reached an agreement to settle all claims in the Litigation on
12 behalf of the Class (as defined below and in the Settlement Agreement) as a whole;

13 3. The Court hereby conditionally certifies the following Class for settlement purposes
14 only:

15 (1) all former and current employees of Defendant, Centauri, LLC (also known as NTG),
16 KBR Monterrey S.A. de C.V., and/or Tech Staffing Resources, LLC in the state of
17 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

18 (2) all non-exempt current and former employees of KBR Wyle Services, LLC and/or
19 KBR Services, LLC who worked in the state of California at any time during the Covered
20 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.

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

25 4. The Court appoints and designates: (a) Plaintiff Everett Alexander as Class
26 Representative and (b) Larry W. Lee, Kristen M. Agnew, and Nicholas Rosenthal of Diversity Law
27 Group, P.C. and William L. Marder of Polaris Law Group as Class Counsel for the Class. Class
28 Counsel is authorized to act on behalf of the Class with respect to all acts or consents required by, or

1 which may be given, pursuant to the Settlement Agreement, and such other acts reasonably necessary
2 to finalize the Settlement Agreement and its terms. Any Class Member may enter an appearance
3 through his or her own counsel at such Class Member's own expense. Any Class Member who does
4 not enter an appearance or appear on his or her own behalf will be represented by Class Counsel.

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

18 6. A final fairness hearing on the question of whether the proposed Settlement
19 Agreement, the allocation of payments to Participating Class Members and Settlement Aggrieved
20 Employees, attorneys' fees and costs to Class Counsel, payment of PAGA penalties to the Labor
21 Workforce & Development Agency, and the Class Representative Service Award should be finally
22 approved as fair, reasonable, and adequate as to the members of the Class is hereby set for
23 _____ at _____ in this Court.

24 7. The Court hereby approves, as to form and content, the Notice of Class Action
25 Settlement ("Class Notice") to be sent to Class Members, which is attached as **Exhibit A** to the
26 Settlement Agreement. The Court finds that distribution of the Class Notice substantially in the
27 manner and form set forth in the Settlement Agreement and this Order meets the requirements of due
28 process and shall constitute due and sufficient notice to all parties entitled thereto.

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

4 9. Any Class Member may choose to opt out of and be excluded from the settlement as
5 provided in the Settlement Agreement and Class Notice by following the instructions for requesting
6 exclusion. Any person who timely and properly opts out of the settlement will not be bound by the
7 Settlement Agreement or have any right to object, appeal, or comment thereon with the exception of
8 the Settled PAGA Claims, for which there is no opt-out. Any Request for Exclusion must be in
9 writing and signed by each such Class Member opting out and must otherwise comply with the
10 requirements delineated in the Class Notice. Class Members who have not requested exclusion by
11 submitting a valid and timely Request for Exclusion, by the Response Deadline, shall be bound by all
12 determinations of the Court, the Settlement Agreement, and Judgment.

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

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

19 12. The Court reserves the right to adjourn or continue the date of the Settlement Fairness
20 Hearing and all dates provided for in the Settlement Agreement without further notice to the Class
21 and retains jurisdiction to consider all further applications arising out of or connected with the
22 Settlement Agreement.

23 IT IS SO ORDERED.

24
25 DATED: _____

HON. DAVID COHN
SUPERIOR COURT OF CALIFORNIA