

09/21/2023 at 08:29:00 PM

Clerk of the Superior Court
By Mariejo Guyot, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

MELISSA WEISMAN, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

GENERAL ATOMICS, a California
corporation; GENERAL ATOMICS
AERONAUTICAL SYSTEMS, INC., a
California corporation; and DOES 1 through
100, inclusive;

Defendants.

Case No.: 37-2021-00000331-CU-OE-CTL

Assigned for All Purposes to:
Honorable Katherine Bacal
Department C-69

CLASS ACTION

**AMENDED ~~[PROPOSED]~~ ORDER OF
FINAL APPROVAL AND JUDGMENT**

Hearing Date: September 1, 2023
Hearing Time: 1:30 p.m.
Hearing Place: Department C-69

Complaint Filed: January 5, 2021
FAC Filed: July 21, 2021
SAC Filed: January 19, 2023
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiffs Melisa Weisman and Scott
2 Athey's ("Plaintiffs") Motion for Final Approval of Class Action Settlement, and considering the
3 papers submitted in support of the motion, including the Settlement of Class Action and PAGA
4 Representative Action ("Settlement Agreement," "Settlement," or "Agreement"), hereby **FINDS**
5 **AND ORDERS:**

6 Plaintiffs and Defendants General Atomics and General Atomics Aeronautical Systems,
7 Inc. ("Defendants") entered the Settlement on or about January 24, 2023 to settle this lawsuit.

8 The Court entered an order dated March 3, 2023 preliminarily approving the settlement
9 of this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil Procedure
10 section 382 and California Rule of Court 3.769, ordering notice to be sent to Class Members,
11 providing Class Members with an opportunity to object to the Settlement or exclude themselves
12 from the Class, and scheduling a Final Approval Hearing.

13 The Court held a Final Approval Hearing on September 1, 2023 to determine whether to
14 give final approval to the Settlement of this lawsuit.

15 1. Incorporation of Other Documents. This Amended Order of Final Approval and
16 Judgment ("Order and Judgment") incorporates the Settlement Agreement. Unless otherwise
17 provided herein, all capitalized terms in this Order and Judgment shall have the same meaning as
18 set forth in the Settlement Agreement.

19 2. Jurisdiction. Because adequate notice has been disseminated and the Class has
20 been given the opportunity to request exclusion, the Court has personal jurisdiction with respect
21 to the claims of all Class Members. The Court has subject matter jurisdiction over this lawsuit,
22 including jurisdiction to approve the Settlement and grants final certification of the Class.

23 3. Final Class Certification. The Court finds the Class satisfies all applicable
24 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
25 process. The Court certifies the Class consisting of all current and former non-exempt employees
26 of General Atomics who performed work for any of the General Atomics Releasees within the
27 State of California at any time during the time period from July 11, 2016, through January 16,
28 2023 ("Class," "Class Members," and "Class Period"). There are 10,101 Class Members who did

not timely submit a signed and valid Opt-Out Request to the Settlement Administrator (“Settlement Class Members”).¹

4. Adequacy of Representation. Class Counsel fully and adequately represented the Class for purposes of entering and implementing the Settlement and satisfied the requirements of Code of Civil Procedure section 382.

5. Class Notice. The Court finds the Notice of Class Action Settlement (“Class Notice”) and its distribution to Class Members were implemented pursuant to the Settlement and this Court’s Preliminary Approval Order. The Court also finds the Class Notice:

a. constitutes notice reasonably calculated to apprise Class Members of: (i) pendency of this lawsuit; (ii) material terms and provisions of the Settlement Agreement and their rights; (iii) their right to object to any aspect of the Settlement Agreement; (iv) their right to exclude themselves from the Settlement Agreement; (v) their right to receive settlement payments; (vi) their right to appear at the Final Approval Hearing; and (vii) binding effect of the orders and judgment in this lawsuit on all Settlement Class Members;

b. constitutes notice that fully satisfied the requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due process;

c. constitutes the best practicable notice to Class Members under the circumstances of this lawsuit; and

d. constitutes notice reasonable, adequate, and sufficient to Class Members.

6. Final Settlement Approval. The terms and provisions of the Settlement Agreement have been entered into good faith and are the product of arm’s-length negotiations by experienced counsel who have done a meaningful investigation of the claims. The Settlement Agreement and all its terms and provisions are fully and finally approved as fair, reasonable, adequate, and in the best interests of the Parties. The Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions.

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¹ The Settlement Administrator mailed Class Notices to 10,127 Class Members and received twenty-six (26) requests for exclusion. Therefore, there are 10,101 Settlement Class

1 7. Binding Effect. The terms and provisions of the Settlement Agreement and this
2 Order and Judgment are binding on Plaintiffs, Settlement Class Members, Private Attorneys
3 General Act of 2004 (“PAGA”) Members, and their spouses, heirs, registered domestic partners,
4 executors, administrators, successors, and assigns. In addition, those terms shall have res judicata
5 and other preclusive effect in all pending and future claims, lawsuits, or other proceedings
6 maintained by or on behalf of any such persons to the extent those claims, lawsuits, or other
7 proceedings involve matters that were or could have been raised in this lawsuit and are
8 encompassed by the Released Class Claims and Released PAGA Claims. The Settlement
9 Agreement will have no binding effect upon, and provide no res judicata preclusion to, those
10 Class Members who have submitted timely requests for exclusion.

11 8. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude
12 any action to enforce the terms and provisions of the Settlement Agreement.

13 9. Settlement Class Member Release. Upon the Effective Date, the Settlement Class
14 Members, shall be deemed to have fully, finally, and forever released the General Atomics
15 Releasees from the Released Class Claims for the Class Period.

16 a. PAGA Member Release. Upon the Effective Date, Class Representatives,
17 as representatives of the State of California and on behalf of the California
18 Labor and Workforce Development Agency (“LWDA”) and PAGA
19 Members, fully and finally release the General Atomics Releasees from
20 the Released PAGA Claims for the PAGA Period.

21 b. Class Representatives’ Release. Upon the Effective Date, the Class
22 Representatives shall be deemed to have fully, finally, and forever
23 released the General Atomics Releasees from all Class Representatives’
24 Released Claims through the Final Approval Date. Plaintiffs shall also be
25 deemed to have expressly waived and relinquished, to the fullest extent
26 permitted by law, the provisions, rights, and benefits they may otherwise
27
28

Members.

1 have had relating to the Class Representatives' Released Claims pursuant
2 to section 1542 of the Civil Code.

- 3 c. General Atomics Releasees. The General Atomics Releasees include
4 General Atomics, and all affiliated parties and entities (including past and
5 present affiliates, parents, subsidiaries, related entities, including, but not
6 limited to, General Atomics Aeronautical Systems, Inc., Diazyme
7 Laboratories, Inc. and General Atomics Systems Integration, LLC), and
8 each of their respective predecessors, related entities, owners, members,
9 successors, shareholders, divisions, and each of these entities' respective
10 past and present directors, officers, employees, partners, shareholders,
11 members and representatives.

12 10. Service Payments. The Court finds the Service Payments of \$10,000, to be paid
13 by Defendants to each Plaintiff out of the Maximum Settlement Amount (totaling \$20,000), to be
14 reasonable and appropriate. The Service Payments are to be paid pursuant to the terms and
15 provisions set forth in the Settlement Agreement.

- 16 a. The rationale for making enhancement payments is class representatives
17 should be compensated for the expense and risk they incurred in
18 conferring a benefit on the Class. Criteria courts consider include: (1) risk
19 to the class representatives in commencing suit; (2) notoriety and personal
20 difficulties; (3) amount of time and effort spent by the class
21 representatives; (4) duration of the litigation; and (5) personal benefit (or
22 lack thereof) enjoyed by class representatives.

- 23 b. The Court reviewed Plaintiffs' declarations outlining their involvement.
24 Given the risks inherent in their services as the class representatives,
25 duration of the case and time involved, and benefits created for the Class,
26 the Court approves the payment of the Service Payments of \$10,000 to
27 each Plaintiff.

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11. Attorneys' Fees and Costs. The Court finds the attorneys' fees of \$1,875,000, to be paid out of the Maximum Settlement Amount by Defendants to Class Counsel, to be reasonable and appropriate. In addition, the Court finds the attorneys' costs as reimbursement for actual litigation costs incurred of \$24,909.89, to be paid by Defendants to Class Counsel out of the Maximum Settlement Amount, to be reasonable and appropriate. Such fees and costs are to be paid pursuant to the terms and provisions set forth in the Settlement Agreement. Defendants shall not be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Class Counsel or any other counsel representing Plaintiffs or Class Members. Defendants shall also not be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Plaintiffs or Class Members in connection with or related in any manner to this lawsuit, Settlement Agreement, settlement administration, and Released Class Claims and/or Released PAGA Claims.

a. The Court has an independent right and responsibility to review the attorneys' fees and only award so much as it determines reasonable. (See *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-28.) The attorneys' fees of \$1,875,000 is twenty-five percent (25%) of the common fund created for the benefit of the Class and is supported by use of the percentage-fee method. (See *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the exceptional results achieved, financial risk undertaken, novel and difficult nature of this litigation, skills required, percentage fees award in previous and other cases, and contingent fees charged in the marketplace, the Court finds the attorneys' fees is consistent with the marketplace, is reasonable, and is approved.

b. The Court reviewed the declaration of Douglas Han regarding the costs expended in prosecuting this case. Under the terms of the Settlement, Class Counsel may seek reimbursement of up to \$25,000 in litigation costs. The Court finds Class Counsel expended \$24,909.89 in litigation

costs, and such costs were reasonable. Thus, the Court approves the payment of the attorneys' costs of \$24,909.89 from the common fund for the reimbursement of Class Counsel's litigation costs.

12. Settlement Administration Costs. The Court finds Settlement Administration Costs of \$50,500, to be paid by Defendants to the Settlement Administrator out of the Maximum Settlement Amount, to be reasonable and appropriate. The Settlement Administration Costs are to be paid pursuant to terms and provisions set forth in the Settlement Agreement.

a. The Court reviewed the declaration of Laura Singh from CPT Group, Inc., the Settlement Administrator. The Court finds notice was provided to the Class pursuant to the Preliminary Approval Order, constitutes the best practicable notice to the Class, and satisfied due process. The Court approves the payment of the Settlement Administration Costs of \$50,500 for the Settlement Administrator's services administering the Settlement.

13. PAGA Payment. The Court finds the PAGA Payment of \$350,000, seventy-five percent (75%) of which (\$262,500) will be paid to the LWDA out of the Maximum Settlement Amount and twenty-five percent (25%) of which (\$87,500) will be distributed to PAGA Members, on a pro rata basis, to be reasonable and appropriate. The PAGA Payment is to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

14. Funding the Settlement. Within fifteen (15) calendar days after the Effective Date, Defendants shall pay the Maximum Settlement Amount and an amount sufficient to pay the employer's share of payroll taxes into the Qualified Settlement Fund set up, held, and controlled by the Settlement Administrator. Within thirty (30) calendar days of the Effective Date, the Settlement Administrator shall issue Individual Settlement Payments to Settlement Class Members and Individual PAGA Payments to the PAGA Members.

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1 15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
2 Settlement is entitled to a presumption of fairness. In the moving papers, Plaintiffs contend the
3 Settlement was the product of arm's-length negotiations following extensive litigation,
4 discovery, and exchange of documentation. The negotiations were facilitated with the aid of Jeff
5 Ross, an experienced and well-respected mediator.

- 6 a. The fairness of the Settlement is shown by there being no objections to
7 and only twenty-six (26) requests for exclusion from the Settlement.

8 16. Uncashed Checks. Settlement Class Members and PAGA Members must cash or
9 deposit their settlement checks within one hundred eighty (180) calendar days after the checks
10 are mailed by the Settlement Administrator to them. Uncashed settlement checks will be
11 transmitted to the State of California to be held and disposed of by the Controller in accordance
12 with California's Unclaimed Property Law.

13 17. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and
14 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
15 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
16 and for any other necessary purpose, including, without limitation:

- 17 a. enforcing the terms and provisions of the Settlement and resolving any
18 disputes, claims, or causes of action in this lawsuit that, in whole or in
19 part, are related to or arise out of the Settlement or this Order and
20 Judgment;
21 b. entering such additional orders as may be necessary or appropriate to
22 protect or effectuate this Order and Judgment approving the Settlement,
23 and permanently enjoining Plaintiffs from initiating or pursuing related
24 proceedings, or to ensure the fair and orderly administration of the
25 Settlement; and
26 c. entering any other necessary or appropriate orders to protect and effectuate
27 this Court's retention of continuing jurisdiction.

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1 The Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs,
2 and Service Payments is GRANTED. The Settlement Administrator is directed to carry out the
3 terms of the Settlement Agreement forthwith.

4 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
5 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
6 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
7 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
8 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
9 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
10 THE JUDGMENT THEREON.

11 **IT IS SO ORDERED.**

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13 DATED: 09/21/2023



HONORABLE KATHERINE BACAL
SUPERIOR COURT JUDGE