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By: B. Delgado, Deputy

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County of San Diego

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Clerk of the Superior Court
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1 AEGIS LAW FIRM, PC
2 SAMUEL A. WONG, State Bar No. 217104
3 KASHIF HAQUE, State Bar No. 218672
4 JESSICA L. CAMPBELL, State Bar No. 280626
5 ALEX J. VALLE, State Bar No. 334263
6 9811 Irvine Center Drive, Suite 100
7 Irvine, California 92618
8 Telephone: (949) 379-6250
9 Facsimile: (949) 379-6251
10 Email: avalle@aegislawfirm.com

11 [Additional attorneys listed on next page]

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13
14 FOR THE COUNTY OF SAN DIEGO

15 STEPHEN V. WEAVER, ZUBEIR KHAN,
16 CHAD M. ESQUIVEL, SAMPSON
17 DANQUAH, and MARCO LAFON,
18 individually and on behalf of all others
19 similarly situated,

20 Plaintiffs,

21 v.

22 AMENTUM SERVICES, INC.; and DOES 1
23 through 20, inclusive,

24 Defendants.

Case No. 37-2021-00049868-CU-OE-CTL

Assigned for All Purposes to:
Hon. Marcella O. McLaughlin, Department
C-72

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: February 28, 2025
Time: 9:30 a.m.
Dept: C72

1 Carolyn Cottrell (SBN 166977)
2 Esther L. Bylsma (SBN 264208)
3 Stuart H. Kluff (SBN 315081)
4 **SCHNEIDER WALLACE COTTRELL KONECKY LLP**

5 300 S. Grand Ave, Suite 2700
6 Los Angeles, California 90071
7 Telephone: 415-421-7100
8 Fax: 415-421-7105
9 Email: ccottrell@schneiderwallace.com
10 Email: ebylsma@schneiderwallace.com
11 Email: skluff@schneiderwallace.com

12 Arby Aiwanian (SBN 269827)
13 Joanna Ghosh (SBN 272479)
14 Ryan Slinger (SBN 351297)
15 **LAWYERS FOR JUSTICE, PC**
16 410 West Arden Ave., Suite 203
17 Glendale, California 91203
18 Tel: (818) 265-1020; Fax: (818) 265-1021
19 joanna@calljustice.com
20 r.slinger@calljustice.com

21 **BRADLEY/GROMBACHER, LLP**
22 Marcus Bradley, Esq. (SBN 174156)
23 Kiley Grombacher, Esq. (SBN 245960)
24 31365 Oak Crest Drive, Suite 240
25 Westlake Village, CA 91361
26 Telephone: (805) 270-7100
27 Facsimile: (805) 270-7589
28 Email: mbradley@bradleygrombacher.com
Email: kgrombacher@bradleygrombacher.com

MAJARIAN LAW GROUP APC
Garen Majarian, Esq. (SBN 334104)
Sahag Majarian, II, Esq. (SBN 146621)
18250 Ventura Boulevard
Tarzana, California 91356
Telephone: (818) 263-7343
Facsimile: (818) 609-0892
E-Mail: garen@majarianlawgroup.com
E-Mail: Sahagii@aol.com

Attorneys for Plaintiffs, individually, and on behalf of all others similarly situated.

1 WHEREAS, the above-entitled action is pending before this Court as a putative class
2 action (the "Action");

3 WHEREAS, Plaintiffs Stephen V. Weaver, Zubeir Khan, Sampson Danquah, Marco
4 Lafon, and Chad M. Esquivel ("Plaintiffs"), individually and on behalf of all others similarly
5 situated and on behalf of the general public have applied to this Court for an order preliminarily
6 approving the settlement of the Action in accordance with the Class and Representative Action
7 Settlement Agreement and Release (the "Settlement" or "Agreement") entered into by Plaintiffs
8 and Defendant Amentum Services, Inc. ("Defendant") which sets forth the terms and conditions
9 for a proposed settlement upon the terms and conditions set forth therein (Plaintiffs and Defendant
10 shall be collectively referred to herein as the "Parties"); and

11 WHEREAS, the Court has read and considered Plaintiffs' Motion for Preliminary
12 Approval of Class Action Settlement.

13 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED
14 THAT:

15 1. This Order incorporates by reference the definitions in the Settlement attached as
16 Exhibit 1(A) to the Declaration of Alex Valle in Support of Plaintiffs' Motion for Preliminary
17 Approval of Class Action Settlement and all terms defined therein shall have the same meaning in
18 this Order.

19 2. It appears to the Court on a preliminary basis that (a) the Settlement is fair,
20 adequate and reasonable; (b) the Gross Settlement Amount and Net Settlement Amount are fair,
21 adequate and reasonable when balanced against the probable outcome of further litigation relating
22 to liability and damages issues; (c) sufficient investigation and research have been conducted such
23 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
24 (d) settlement at this time will avoid additional costs by all Parties, as well as avoid the delay and
25 risks that would be presented by the further prosecution of the Action; and (e) the Settlement has
26 been reached as the result of non-collusive, arms-length negotiations.

27 3. With respect to the Class and for purposes of proceeding pursuant to California
28 Code of Civil Procedure § 382 for approval of the settlement only, the Court finds on a

1 preliminary basis that (a) Class Members are ascertainable and so numerous that joinder of all
2 Class Members is impracticable; (b) there are questions of law and fact common to the Class that
3 predominate over any questions affecting only individual Class Members; (c) Plaintiffs' claims
4 are typical of the Class' claims; (d) class certification is a superior method for implementing the
5 Settlement and adjudicating this Action in a fair and efficient manner; (e) the Class
6 Representatives can fairly and adequately protect the Class' interests; and (f) Class Counsel are
7 qualified to serve as counsel for the Class.

8 4. Accordingly, solely for purposes of effectuating this Settlement, this Court hereby
9 conditionally certifies the class for settlement purposes only. The Class is defined as (a) all current
10 and former non-exempt employees employed by Defendant, and Defendant's subsidiary and
11 affiliate, URS Federal Services, LLC, in California between May 30, 2017, through March 17,
12 2024; (b) all current and former non-exempt employees employed by Defendant's subsidiary and
13 affiliate DynCorp International LLC in California between November 20, 2020, through March
14 17, 2024; and (c) all current and former non-exempt employees employed by Defendant's
15 subsidiary and affiliate PAE Shared Services, LLC in California between September 20, 2022,
16 through March 17, 2024 ("Class Period").

17 5. Plaintiffs Stephen V. Weaver, Zubeir Khan, Sampson Danquah, Marco Lafon, and
18 Chad M. Esquivel are hereby preliminarily appointed and designated, for all purposes, as the Class
19 Representatives and the attorneys of Aegis Law Firm, PC; Schneider Wallace Cottrell Konecky
20 LLP; Lawyers for Justice, PC; and Bradley/Grombacher, LLP are hereby preliminarily appointed
21 and designated as counsel for the Class ("Class Counsel"). Class Counsel is authorized to act on
22 behalf of the Class Members with respect to all acts or consents required by, or which may be given
23 pursuant to, the Settlement, and such other acts reasonably necessary to consummate the Settlement.
24 Any Class Member may enter an appearance either personally or through counsel of such
25 individual's own choosing and at such individual's own expense. Any Class Member who does
26 not enter an appearance or appear on his or her own will be represented by Class Counsel.

27 6. Should, for whatever reason, the Settlement not become final, the fact that the
28 Parties were willing to stipulate to certification of the Class as part of the Settlement shall have no

1 bearing on, nor be admissible in connection with, the issue of whether a class should be certified in
2 a non-settlement context.

3 7. The Court hereby preliminarily approves the definition and disposition of the Gross
4 Settlement Amount and Net Settlement Amount and related matters provided for in the Settlement,
5 subject to modification at final approval.

6 8. The Court hereby preliminarily approves Class Counsel attorneys' fees of up to one-
7 third of the Class Settlement Amount; Class Counsel Litigation Expenses not to exceed \$55,000;
8 Incentive Awards up to \$15,000.00 each to Plaintiffs Stephen Weaver, Sampson Danquah,
9 Zubeir Khan, and Chad Esquivel, and up to \$10,000 to Marco Lafon; payment to the LWDA in
10 the amount of \$112,500.00; and costs of administration not to exceed \$29,500.00, subject to final
11 approval.

12 9. The Court hereby approves, as to form and content, the Class Notice, to be
13 distributed to Class Members. The Court finds that distribution of the Class Notice, substantially in
14 the manner and form set forth in the Settlement and this Order, meets the requirements of due
15 process, is the best notice practicable under the circumstances, and shall constitute due and
16 sufficient notice to all persons entitled thereto.

17 10. The Court hereby appoints Phoenix as Settlement Administrator and hereby directs
18 the Settlement Administrator to mail or cause to be mailed to Class Members the Class Notice using
19 the procedures set forth in the Settlement Agreement. Class Members who wish to participate in the
20 settlement provided for by the Settlement Agreement do not need to respond to the Class Notice.

21 11. All costs of mailing of the Class Notice, whether foreseen or not, shall be paid
22 from the Gross Settlement Amount, including the cost of searching for Class Members' addresses
23 as provided in the Settlement, and all other reasonable costs of the Settlement Administrator up
24 to \$29,500.00 as provided in the Settlement.

25 12. Any Class Member may choose to opt-out of and be excluded from the Class as
26 provided in the Class Notice. Any such person who chooses to opt-out of and be excluded from the
27 Class will not be entitled to any recovery under the Settlement and will not be bound by the
28 Settlement or have any right to object, appeal or comment thereon. Class Members who have not

1 requested exclusion/opted-out shall be Participating Class Members and bound by all
2 determinations of the Court, the Settlement, and the Final Judgment.

3 13. A Final Fairness and Approval Hearing shall be held before this Court on **July 10,**
4 **2025 at 9:30 a.m.** in Department C72 of the Superior Court for the State of California, County of
5 San Diego, located at 330 West Broadway, San Diego, CA 92101. All papers in support of final
6 approval and related awards for fees, costs, and Plaintiffs enhancement award must be filed and
7 served at least 16 court days before the final approval hearing.

8 14. Any Participating Class Member must object to the Settlement by following the
9 instructions for submitting written objections that are set forth in the Settlement Agreement and
10 Class Notice, and may appear at the Final Fairness and Approval Hearing. The Court shall retain
11 final authority with respect to the consideration and admissibility of any objections. Any
12 Participating Class Member who objects to the Settlement shall be bound by the order of the Court.

13 15. The Settlement is not a concession or admission, and shall not be used against the
14 Released Parties, as an admission or indication with respect to any claim of any fault or omission
15 by the Released Parties. Whether or not the Settlement is finally approved, neither the Settlement,
16 nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or
17 accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as
18 or deemed to be evidence of a presumption, concession, indication or admission by Defendant of
19 any liability, fault, wrongdoing, omission, concession or damage in the Action, or in any other
20 action or proceeding, except for purposes of enforcing the Settlement once it receives final approval.

21 16. Pending the Final Approval and Fairness Hearing, all proceedings in this Action,
22 other than proceedings necessary to carry out or enforce the terms of the Settlement and this Order,
23 are hereby stayed.

24 17. Jurisdiction is hereby retained over this Action, the Parties to the Action, and each
25 of the Class Members for all matters relating to this Action, and this Settlement, including
26 (without limitation) all matters relating to the administration, interpretation, effectuation, and/or
27 enforcement of this Settlement and this Order.

1 18. The Court reserves the right to adjourn or continue the date of any hearing and all
2 dates provided for in the Settlement without further notice to Class Members, and retains
3 jurisdiction to consider all further applications arising out of or connected with the proposed
4 Settlement.

5
6 DATED: Feb. 28/2018


Honorable Marcella O. McLaughlin
JUDGE OF THE SUPERIOR COURT