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NORBÉRTHA FLORES AVENA,
9 Individually and on behalf of others similarly situated

FILED
Superior Court of California,
County of San Benito
01/08/2025 at 01:34:35 PM
By: Angelica Valle, Deputy Clerk

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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF SAN BENITO

14 NORBERTHA FLORES AVENA,
15 individually, and on behalf of others similarly
situated

16 Plaintiff,

17 vs.

18 PACIFIC SCIENTIFIC ENERGETIC
MATERIALS COMPANY (CALIFORNIA)
19 LLC, a California limited liability company, and
DOES 1 through 50, inclusive,

20 Defendant.
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CASE NO. CU-20-00062

[Assigned for all purposes to the
Hon. J. Omar Rodriguez, Dept. 1]

**[AMENDED ~~PROPOSED~~] ORDER AND
JUDGMENT RE PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

Date: December 4, 2024

Time: 10:30 a.m.

Courtroom: 1

Action Filed: May 14, 2020

Trial Date: None Set

1 **[AMENDED PROPOSED] ORDER AND JUDGMENT**

2 The Motion for Final Approval of Class and Representative Action Settlement (“Motion”) filed
3 by Plaintiff Norbertha Flores Avena (“Plaintiff”) in this Action came before this Court at a regularly
4 scheduled hearing. Having reviewed Plaintiff’s Motion, the Declaration of Matthew J. Matern, and
5 exhibits thereto, including the Class and Representative Action Settlement Agreement (“Settlement
6 Agreement”), the Declaration of Plaintiff and the Declaration of William Argueta of CPT Group, Inc.,
7 and for good cause appearing, IT IS HEREBY ORDERED, ADJUDGED and DECREED as follows:

8 1. The Court, for purposes of this Order and Judgment, adopts all defined terms as set
9 forth in the Settlement Agreement. The Court further finds that the Settlement was the result of arm’s-
10 length negotiations conducted after Class Counsel had thoroughly and adequately investigated the
11 claims and became familiar with the strengths and weaknesses of those claims. In particular, the
12 amount of monies allocated to the Class Members, and the assistance of an experienced mediator in
13 the settlement process, among other factors, support the Court’s conclusion that the Settlement is fair,
14 reasonable, and adequate. The amounts agreed to be paid by Defendant, including the division of
15 those funds, as provided for by the Settlement Agreement, are fair and reasonable under the facts of
16 this case.

17 2. The Court finds that the Settlement was made and entered into in good faith and hereby
18 approves the Settlement as fair, adequate and reasonable to all Class Members.

19 3. Solely for purposes of effectuating the Settlement, the Court has certified a Class
20 defined as “all individuals whom Defendant employed in California as nonexempt employees at any
21 time during the Settlement Period for Class Members.”

22 a. The “Settlement Period for Class Members” refers to the period beginning on
23 May 14, 2016 through December 18, 2023.

24 b. The “Settlement Period for PAGA Members” refers to the period beginning on
25 March 10, 2019 through December 18, 2023.

26 4. In accordance with the Settlement Agreement, Judgment shall be entered in this
27 Action in the amount of \$1,700,000 plus Defendant’s share of payroll taxes and withholdings which
28 shall be paid separately from and in addition to this Gross Settlement Amount.

1 5. The Court approves attorneys' fees to Matern Law Group, PC in the amount of one-
2 third of the Gross Settlement Amount under the common fund doctrine, i.e., \$566,666.67, and
3 litigation costs in the amount of \$30,932.97.

4 6. The Court approves the PAGA Payment of \$51,000 with 75% payable to the Labor and
5 Workforce Development Agency ("LWDA") and 25% disbursed among the PAGA Members.

6 7. The Court approves the Class Representative Service Award to Plaintiff in the amount
7 of \$10,000.

8 8. The Court approves the Administrative Costs to CPT Group, Inc. in the amount of
9 \$14,000.

10 9. The Notice of Class and Representative Action Settlement ("Settlement Notice")
11 provided to the Class Members conforms with the requirements of Code of Civil Procedure section
12 382, Civil Code section 1781, California Rules of Court, rules 3.766 and 3.769, the California and
13 United States Constitutions, and any other applicable law, and constitutes the best notice practicable
14 under the circumstances, by providing individual notice to all Class Members who could be identified
15 through reasonable effort, and by providing due and adequate notice of the proceedings, the matters set
16 forth therein, and the terms of the Settlement. The Settlement Notice fully satisfies the requirements
17 of due process. The Court further finds that a full and fair opportunity has been afforded to Class
18 Members to participate in the proceedings convened to determine whether the proposed Settlement
19 Agreement should be given final approval. Accordingly, the Court hereby determines that all Class
20 Members who did not file a timely and proper request to be excluded from the Settlement are bound
21 by this Order.

22 10. The Court finds that no (0) Class Members have objected to the Settlement.

23 11. The Court finds that one (1) Class Member has submitted a valid request for
24 exclusion. The Class Member's Employee ID Number is 151674.

25 12. Within fifteen (15) days of the Effective Date, Defendant shall deposit the Gross
26 Settlement Amount in the Qualified Settlement Fund. The Effective Date is the later of (a) the
27 Court's final approval of the Settlement Agreement, if no objections have been filed, (b) the time of
28 appeal has expired if an objection has been filed, (c) or the final resolution of any appeal that has

1 been filed.

2 13. Within fifteen (15) days after the Gross Settlement Amount is deposited into the
3 Qualified Settlement Fund, the Settlement Administrator shall disburse the following amounts from
4 the Gross Settlement Amount of \$1,700,000:

5 a. \$566,666.67 for attorneys' fees (one-third of the Gross Settlement Amount)
6 payable to Matern Law Group, PC.;

7 b. \$30,932.97 for litigation costs payable to Matern Law Group, PC;

8 c. \$38,250 (75% of \$51,000.00 PAGA Payment) payable to the LWDA;

9 d. \$10,000 payable to Plaintiff for a Service Award;

10 e. \$14,000 payable to CPT Group, Inc. for administration expenses; and

11 f. The remaining amount shall be distributed as set forth in the Settlement
12 Agreement.

13
14 14. After 180 days from the mailing, the amount of any Individual Settlement Payment
15 and Individual PAGA Payment check that has not been cashed will be transmitted by the Settlement
16 Administrator to the California Controller's Office Unclaimed Property Fund.

17 15. Upon the deposit of the Gross Settlement Amount in the Qualified Settlement Fund,
18 each Settlement Class Member—and each Settlement Class Member's executors, administrators,
19 representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians— shall be deemed
20 to have released Defendant Pacific Scientific Energetic Materials Company (California) LLC
21 ("Defendant") and all of its current or former subsidiaries, parents, affiliates, joint ventures,
22 predecessors, insurers, agents, employees, successors, assigns, officers, officials, directors,
23 attorneys, personal representatives, executors, and shareholders, including their respective pension,
24 profit sharing, savings, health, and other employee benefits plans of any nature, the successors of
25 such plans, and those plans' respective current or former trustees and administrators, agents,
26 employees, and fiduciaries ("Released Parties").

27 16. The Released Class Claims include any claims, debts, liabilities, demands,
28 obligations, penalties, guarantees, costs, expenses, attorneys' fees, damages, and action or causes of

1 action that was or could have been asserted in this Action based on or arising out of the facts alleged
2 in this Action regardless of the theory of liability, including, without limitation any claims under
3 state law, claims for failure to provide meal periods, claims for failure to provide rest periods, claims
4 for failure to pay wages, claims for failure to pay overtime and minimum wages, claims failure to
5 pay all wages due upon termination of employment, claims for failure to furnish accurate itemized
6 wage statements and maintain records, claims for failure to indemnify for business expenses, and
7 claims under the applicable Wage Order and Labor Code sections 200, 201, 202, 203, 204, 210,
8 218.6, 221, 225.5, 223, 224, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1193.6, 1194, 1197,
9 1197.1, 1198, 1999, and 2802, as well as claims under Business and Professions Code section 17200
10 et seq. based on alleged violations of these Labor Code provisions. This release only applies to
11 claims arising during the Settlement Period for Class Members.

12 17. Upon the deposit of the Gross Settlement Amount in the Qualified Settlement Fund,
13 each PAGA Member—and each PAGA Member’s executors, administrators, representatives, agents,
14 heirs, successors, assigns, trustees, spouses, or guardians—shall be deemed to have released the
15 Released Parties from the “Released PAGA Claims.”

16 18. The Released PAGA Claims will be effective upon the deposit of the Gross
17 Settlement Amount in the Qualified Settlement Fund. The Released PAGA Claims include all
18 claims under Labor Code section 2698 et seq. that were or could have been asserted in this Action
19 based on or arising out of the facts alleged in this Action regardless of the theory of liability,
20 including claims predicated upon alleged violations of Labor Code sections 200, 201, 202, 203, 204,
21 210, 218.6, 221, 225.5, 223, 224, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1193.6, 1194,
22 1197, 1197.1, 1198, 1999, and 2802. This release only applies to claims arising during the
23 Settlement Period for PAGA Members.

24 19. In addition to the release given by each Settlement Class Member, the Plaintiff
25 generally releases claims against each Released Party through May 31, 2024 (the date of preliminary
26 approval of the Settlement Agreement). This general release includes claims arising from the
27 Plaintiff’s relationship with Defendant, including, without limitation, claims for unpaid wages and
28 liquidated damages, under the Fair Labor Standards Act, claims for discrimination, harassment, or

1 retaliation pursuant to Title VII of the Civil Rights Act of 1964, 42 U.S.C. section 2000 et seq., the
2 California Fair Employment and Housing Act, California Gov't Code Section 12900 et seq., and
3 claims for violation of public policy. This general release by Plaintiff also includes a waiver of
4 rights under Civil Code Section 1542. The release and waiver do not include Plaintiff's pending
5 claims alleged in *Norbertha Flores Avena v. Pacific Scientific Energetic Materials Company*
6 *(California) LLC*, San Benito Superior Court Case No. CU-21-00240.

7 20. All Settlement Class Members, including Plaintiff, who do not submit a valid
8 Request for Exclusion shall be deemed to have released their respective Released Claims against the
9 Released Parties upon the deposit of the Gross Settlement Amount in the Qualified Settlement Fund
10 which shall occur within fifteen (15) calendar days of the Effective Date as defined in ¶ 1.14 of the
11 Settlement Agreement as the later of (a) the Court's final approval of the Settlement Agreement, if
12 no objections have been filed, (b) the time of appeal has expired if an objection has been filed, (c) or
13 the final resolution of any appeal that has been filed. Any Class Member employed at any time
14 within the Settlement Period for PAGA Members shall still receive a share of the PAGA Payment
15 and be bound by the Released PAGA Claims.

16 21. Pursuant to Cal. Rule of Court 3.769(h) and Code of Civil Procedure section 664.6,
17 the Court retains jurisdiction over the Parties, all matters arising out of, or related to the Action, the
18 Settlement, the Settlement Agreement, its administration and consummation and the determination
19 of all controversies relating thereto, to enforce the terms of this Judgment.

20 22. The Settlement Administrator will post notice of this Judgment on its website within
21 ten (10) days after entry of this Judgment.

22 23. This Judgment is intended to be a final disposition of the Action in its entirety, and
23 is intended to be immediately appealable. Plaintiffs, Class Counsel, Settlement Class Members, and
24 PAGA Members shall take nothing from Defendant except as expressly set forth in the Settlement
25 Agreement and this Order.

26 24. If the Settlement does not become effective in accordance with the terms of the
27 Settlement Agreement, then the Judgment shall be rendered null and void to the extent provided by
28 and in accordance with the Settlement Agreement and shall be vacated, and the Parties shall revert

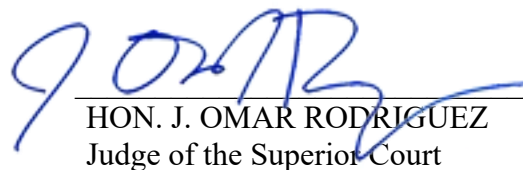
1 to their respective positions as of before entering into the Settlement Agreement, and expressly
2 reserve their respective rights regarding the prosecution and defense of this Action, including all
3 available defenses and affirmative defenses, and arguments that any claim in the Action could not
4 be certified as a class action and/or managed as a representative action.

5 25. The Settlement Agreement and this Settlement are not an admission by Defendant,
6 nor is this Final Approval Order and Judgment a finding, of the validity of any claims in the Action
7 or of any wrongdoing by Defendant or that this Action is appropriate for class treatment (other than
8 for settlement purposes). Neither this Final Approval Order and Judgment, the Settlement
9 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement
10 Agreement is, may be construed as, or may be used as an admission by or against Defendant of any
11 fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Settlement
12 Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed
13 as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses
14 by Defendant. Notwithstanding these restrictions, Defendant may file in the Action or in any other
15 proceeding this Final Approval Order and Judgment, the Settlement Agreement, or any other papers
16 and records on file in the Action as evidence of the Settlement to support a defense of res judicata,
17 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
18 Released Class Claims and Released PAGA Claims.

19 26. A final accounting hearing is scheduled for ~~01/14/2025~~ at ~~11:00 AM~~ Class
20 Counsel shall file a final accounting report from the Administrator no later than ~~Tues~~.

21 IT IS SO ADJUDICATED.

22 DATED: 01/08/2025

23 
24 HON. J. OMAR RODRIGUEZ
25 Judge of the Superior Court

1 **PROOF OF SERVICE**

2 I am employed in the County of Los Angeles, State of California. I am over the age of 18
3 years, and not a party to this action. My business address is 1230 Rosecrans Avenue, Suite 200,
4 Manhattan Beach, California 90266.

5 On November 19, 2024, I served the following documents:

6 **[AMENDED ~~PROPOSED~~] ORDER AND JUDGMENT RE PLAINTIFF’S MOTION FOR
7 FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT**

8 **By e-mail or electronic transmission.** I caused the documents to be sent to the person at the
9 e-mail addresses listed below. I did not receive, within a reasonable time after the
10 transmission, any electronic message or other indication that the transmission was
11 unsuccessful.

<p>12 Timothy M. Rusche, Esq. 13 Mary D. Manesis, Esq. 14 Kimberly Shen, Esq. 15 Kassandra Cutler 16 Sandra Hinojosa 17 SEYFARTH SHAW LLP 18 601 South Figueroa Street, Suite 3300 19 Los Angeles, California 90017-5793 20 Telephone: (213) 270-9600 21 Facsimile: (213) 270-9601 22 Email: trusche@seyfarth.com 23 mmanesis@seyfarth.com 24 kshen@seyfarth.com 25 kacutler@seyfarth.com 26 sahinojosa@seyfarth.com</p>	<p>Attorneys for Defendant PACIFIC SCIENTIFIC ENERGETIC MATERIALS COMPANY (CALIFORNIA) LLC</p>
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27 I declare under penalty of perjury under the laws of the State of California that the foregoing is
28 true and correct. Executed on November 19, 2024 at Manhattan Beach, California.



Hannah Ahn