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FILED
Clerk of the Superior Court

APR 24 2023

By: C. Beutler, Deputy

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

Archie Shakespeare and Troy Brown, as
individuals, on behalf of themselves and all others
similarly situated and as private attorneys general
pursuant to the Private Attorneys General Act,

Plaintiffs,

vs.

Ameri-Force Craft Services, Inc., National Steel
and Shipbuilding Company, and Does 1 through
10,

Defendants.

**Case No. 37-2021-00013962-CU-OE-CTL
CLASS ACTION**
*(Assigned to the Hon. Katherine Bacal – Dept.
C-69)*

**First Amended [~~PROPOSED~~] Order
Granting Motion for Preliminary Approval
of Stipulation of Class Action and PAGA
Settlement and Release**

Date: February 10, 2023
Time: 11:00 a.m.
Dept.: C-69

Reservation ID: 2859925

Having considered the Class Action Settlement Agreement and Stipulation (the “Settlement”) between Plaintiffs Archie Shakespeare and Troy Brown (“Plaintiffs”) and Defendant Ameri-Force Craft Services, Inc. (“Defendant” or “Ameri-Force”), the Memorandum of Points and Authorities in Support of the Unopposed Motion for Preliminary Approval of Class Action Settlement, the documents submitted

First Amended [~~Proposed~~] Order Granting Motion for Preliminary Approval of Stipulation of Class Action and PAGA Settlement and Release

1 in support of the motion, and all supporting legal authorities and documents, **IT IS HEREBY**
2 **ORDERED:**

3 1. The Court grants preliminary approval of the Settlement based upon the terms set forth in
4 the Settlement. The Settlement appears to be fair, adequate, and reasonable to the Class. Based on a
5 review of the papers submitted by Plaintiffs, the Court finds that the Settlement is the result of arms-
6 length negotiations conducted after Class Counsel had adequately investigated the claims and become
7 familiar with the strengths and weaknesses of the claims. For purposes of this Order, the Court adopts
8 and incorporates all definitions set forth in the Settlement Agreement. The assistance of an experienced
9 mediator in the Settlement process supports the Court's conclusion that the Settlement is non-collusive.

10 2. For settlement purposes only, the Court conditionally certifies the following Class:

11 All persons who are or have been employed by Ameri-Force Craft Services, Inc.
12 in California as non-exempt employees at any time from April 1, 2017 through
13 the date of preliminary approval.

14 3. The Court notes that the Class includes and combines all the classes defined in paragraph
15 9 of the operative Third Amended Complaint (TAC). As for the classes defined in paragraph 52 of the
16 TAC, the Class includes only Ameri-Force employees assigned to perform work on behalf of Defendant
17 National Steel and Shipbuilding Company ("NASSCO"). The Court further notes that the Settlement
18 Class Members' Released Claims are defined as any and all claims, debts, liabilities, demands,
19 obligations, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action which are
20 alleged, or reasonably could have been alleged based on the facts and claims asserted in the operative
21 TAC, with the sole exception of Plaintiff Shakespeare's individual claims against NASSCO, which are
22 expressly excluded from the Settlement.

23 4. The settlement of class-action related claims and settlement of claims under the Private
24 Attorney General Act (the "PAGA") set forth in the Settlement between Plaintiffs and Ameri-Force is
25 preliminarily approved as it appears to be proper, to fall within the range of a fair, reasonable, and
26 adequate settlement, and to be presumptively valid, subject only to any objections that may be raised at
27 the Final Approval Hearing.

28 5. For settlement purposes only, the Court appoints Plaintiffs as Class Representatives and

1 their counsel, Peter R. Dion-Kindem of Peter R. Dion-Kindem, P.C. and Lonnie C. Blanchard III of The
2 Blanchard Law Group, APC, as Class Counsel.

3 6. The Court approves CPT Group to act as the Settlement Administrator.

4 7. The Court approves as to form and content the Notice of Proposed Class Action Settlement
5 (the "Class Notice") attached as **Exhibit "A"** to the Settlement and finds that the Class Notice satisfies
6 the requirements of California Rule of Court, Rules 3.766 and 3.769, subd. (f) and fairly apprises the
7 Class Members of the terms of the final approval hearing date, the proposed settlement terms and of their
8 options, including: (a) the nature of the action, the definition of the Class, the identity of Class Counsel,
9 and the essential terms of the Settlement; (b) Plaintiffs' and Class Counsels' applications for the class
10 representatives' enhancement awards, and Class Counsels' request for attorney's fees and litigation
11 costs; (c) a formula used to determine the Class Members' estimated payment; (d) Settlement Class
12 Members' rights to appear through counsel if they desire; (e) how to object to the Settlement or submit
13 an opt-out request if a Class Member wishes to do so; and (f) how to obtain additional information
14 regarding the action and the Settlement. Counsel for the Parties are authorized to correct any
15 typographical errors in settlement and make clarifications, to the extent the same are found or needed, so
16 long as such corrections do not materially alter the substance of the documents.

17 8. The Court approves the procedure for Class Members to participate in, request exclusion
18 from or object to, and preserve appeal rights as set forth in the Settlement and the Class Notice.

19 9. The Court finds that the deadlines and method set forth in the Settlement for the mailing
20 of the Notice meet the requirements of due process, provide the best notice practicable under the
21 circumstances, constitute due and sufficient notice to all persons entitled to notice, and otherwise satisfy
22 the requirements of California law and due process.

23 10. Ameri-Force is directed to provide the Settlement Administrator all data required by the
24 Settlement Agreement in the time required under the Settlement Agreement.

25 11. The Court directs the Settlement Administrator to perform address verification measures
26 and mail the Class Notice by first class mail to the Settlement Class Members and to otherwise carry out
27 the Settlement according to the terms of the Settlement and in conformity with this Order. The Parties
28

1 are also ordered to carry out the Settlement according to the terms of the Settlement Agreement.

2 12. All Class Members shall be deemed to participate in the Settlement, although any Class
3 Member who wishes to comment on or object to the Settlement or who elects not to participate in the
4 Settlement has until forty-five (45) days after the mailing of the Class Notice to submit his or her written
5 objection or Request to be Excluded pursuant to the procedures set forth in the Class Notice.

6 13. The Court preliminarily approves the handling of unclaimed funds set forth in the
7 Settlement as set forth in the Settlement.

8 14. In light of the binding nature of a PAGA judgment or settlement on non-party employees
9 pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969, 985-986 (2009), and *Cardenas v. McLane*
10 *Foodservice, Inc.*, 2011 WL 379413 at *3 (C.D. Cal. Jan. 31, 6 2011), PAGA Members (whether or not
11 they are Settlement Class Members) shall receive their pro rata portion of the 25% of the PAGA Payment
12 and will have been deemed to have fully released the Released PAGA Claims. Even if a PAGA Member
13 opts out of the Settlement, PAGA Members cannot opt out of receiving their pro rata portion of the 25%
14 of the PAGA Payment.

15 15. A final approval hearing shall be held in this Court on September 15, 2023 at 1:30 p.m. to
16 determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be finally
17 approved by the Court; (2) the amount of attorney's fees and costs to award to Class Counsel; (3) the
18 amount of service awards to the Class Representative; and (4) to approve the PAGA payment. The Court
19 may continue or adjourn the final approval hearing without further notice to the Class Notice.

20 16. Neither this Order, the Settlement, nor any document referred to therein, nor any action
21 taken to carry out the settlement embodied in the Settlement may be construed or used as an admission
22 by or against Ameri-Force or any of the other Released Parties (as that term is defined in the Settlement)
23 of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Settlement and
24 any negotiations or proceedings related thereto shall not in any event be construed as or deemed to be
25 evidence of an admission or concession with regard to the denials or defenses by Ameri-Force or any of
26 the other Released Parties and shall not be offered in evidence in any action or proceeding against Ameri-
27 Force or any of the Released Parties in any court, administrative agency, or other tribunal for any purpose
28 whatsoever other than to enforce the provisions of this Order, the Settlement, or any related agreement


1 or release.

2 17. The Court may, for good cause shown, extend any of the deadlines set forth in this Order.

3 18. The Court recognizes that certification under this Order is for settlement purposes only and
4 shall not constitute or be construed as a finding by the Court or an admission on the part of Ameri-Force
5 or any of the Released Parties of any fault or commission with respect to any claim or that this action is
6 appropriate for class treatment for litigation purposes. Entry of this Order is without prejudice to the
7 rights of Ameri-Force or any of the Released Parties to oppose class certification in this action, should
8 the proposed Settlement not be granted final approval.

9 19. If the Settlement does not receive final approval or the Effective Date of the Settlement
10 does not occur, this Order shall be rendered null and void and shall be vacated.

11
12 Date: 4/24/23



HON. KATHERINE BACAL