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NORBERTHA FLORES AVENA,  
Individually and on behalf of others similarly situated

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

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

Plaintiff,

vs.

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

Defendant.

CASE NO.: CU-20-00062

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

**~~[PROPOSED]~~ ORDER GRANTING  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
AND REPRESENTATIVE ACTION  
SETTLEMENT**

Hearing Date: ~~TBD~~ 5/29/2024  
Hearing Time: ~~TBD~~ 10:30am  
Department: 1

Action Filed: May 14, 2020  
Trial Date: None Set

**[PROPOSED] ORDER**

The Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”) filed by Plaintiff Norbertha Flores Avena (“Plaintiff”) came before this Court at a regularly scheduled hearing. Having reviewed Plaintiff’s Motion, the Declaration of Matthew J. Matern, and exhibits thereto, including the Class and Representative Action Settlement Agreement (“Settlement” or “Agreement”), the Declaration of Norbertha Flores Avena, and for good cause appearing, the Court hereby finds and ORDERS as follows:

1. All defined terms contained herein shall have the same meanings as set forth in the Settlement.

2. The Court finds on a preliminary basis that the Settlement memorialized in the Agreement appears to be fair, adequate, and reasonable, falls within the range of reasonableness, and therefore meets the requirements for preliminary approval.

3. The Court provisionally certifies, for settlement purposes only, the following Class:

All individuals whom Defendant Pacific Scientific Energetic Materials Company (California) LLC (“Defendant”) employed in California as nonexempt employees at any time from May 14, 2016 through December 18, 2023.

4. The Court finds, for settlement purposes only, that the Class meets the requirements for certification under California Code of Civil Procedure section 382 in that: (1) the class is so numerous that joinder is impractical; (2) there are questions of law and fact that are common to all Class Members which predominate over individualized issues; (3) Plaintiff’s claims are typical of the claims of the Class Members; (4) Plaintiff and Plaintiff’s counsel will fairly and adequately protect the interests of the class; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

5. The Court hereby approves the terms and conditions provided for in the Settlement. The parties are ordered to carry out the Settlement according to its terms.

6. The Court appoints, for settlement purposes only, Plaintiff Norbertha Flores Avena as the Class Representative.

7. The Court appoints, for settlement purposes only, Matern Law Group, PC as Class

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

6 8. The Court hereby preliminarily approves the Settlement and the Gross Settlement  
7 Amount of \$1,700,000.00. The Gross Settlement Amount shall cover all anticipated and unanticipated  
8 expenses associated with the settlement including the following items: (1) Individual Settlement  
9 Payments to Settlement Class Members; (2) Individual PAGA Payments; (3) the PAGA Payment to  
10 the California Labor and Workforce Development Agency; (4) the Class Counsel Award; (5) the Class  
11 Representative Service Award; and (6) the Administrative Costs. The employer's share of payroll  
12 taxes shall be paid separately from and in addition to the Gross Settlement Amount.

13 9. The Court finds that, on a preliminary basis, the Settlement appears to be within the  
14 range of reasonableness of a settlement that could ultimately be given final approval by this Court. It  
15 appears to the Court on a preliminary basis that the settlement is fair, adequate, and reasonable as to all  
16 potential Class Members when balanced against the probable outcome of further litigation relating to  
17 liability and damages issues. It also appears that extensive and costly investigation, research and court  
18 proceedings have been conducted so that counsel for the parties are able to reasonably evaluate their  
19 respective positions. It appears to the Court that settlement at this time will avoid substantial  
20 additional costs by all parties, as well as avoid the delay and risks that would be presented by the  
21 further prosecution of the Action. It also appears that settlement has been reached as a result of  
22 intensive, serious, and non-collusive, arms-length negotiations, including a full-day mediation with  
23 Paul Grossman, an experienced mediator and employment law attorney at Paul Hastings LLP.

24 10. The Court approves, as to form and content, the Notice of Class and Representative  
25 Action Settlement ("Class Notice"), attached as Exhibit A to the Settlement. The Court finds that the  
26 notice plan is the best means practicable under the circumstances for providing notice to the Class  
27 Members, and, when completed, shall constitute due and sufficient notice of the class action, proposed  
28 settlement, and the final approval hearing to all persons entitled to such notice, in full compliance with

1 California Code of Civil Procedure § 382, California Civil Code § 1781, California Rules of Court  
2 3.766 and 3.769, the California and United States Constitutions, and other applicable laws. The Court  
3 further finds that the Class Notice adequately advises the Class about (i) the Settlement terms and the  
4 benefits available to each Class Member; (ii) each Class Member's right to object or opt out of the  
5 Settlement; and (iii) the claims released pursuant to the Settlement.

6 11. The Court appoints CPT Group, Inc. as the Settlement Administrator. The Court hereby  
7 directs the Settlement Administrator to disseminate the approved Class Notice according the  
8 procedures set forth in the Settlement.

9 12. Any Class Member may choose to be excluded from the Settlement as provided in the  
10 Settlement and Class Notice, except as to the PAGA claims, and by following the instructions for  
11 requesting exclusion. Any person who timely and properly requests to be excluded from the  
12 Settlement will not be bound by the Settlement, except as to the Released PAGA Claims, or have any  
13 right to object, appeal, or comment thereon. Any request for exclusion must be signed by each such  
14 Class Member and must otherwise comply with the requirements delineated in the Class Notice. Class  
15 Members who have not requested exclusion by submitting a valid and timely request within the  
16 Consideration Period shall be bound by all determinations of the Court, the Settlement, and the  
17 Judgment.

18 13. A Final Approval Hearing will be held before this Court on Ö^&\ à^!Á ÁÖEG  
19 at FEKEa in Department 1 of the Superior Court of California, San Benito County,  
20 located at 450 Fourth Street, Hollister, California 95023, to determine all necessary matters concerning  
21 the Agreement, including whether the Agreement is fair, adequate, and reasonable and should be  
22 finally approved by the Court and whether a Judgment should be entered herein. At the same time, a  
23 hearing on Class Counsel's motion for attorneys' fees and reimbursement of litigation costs and the  
24 Class Representative Service Award shall also be held.

25 14. Any Class Member may appear at the Final Approval Hearing and object to the  
26 Settlement or express his or her views regarding the Settlement, and may present evidence and file  
27 briefs or other papers that may be proper and relevant to the issues to be heard and determined by the  
28 Court as provided in the Class Notice.



as may be necessary to consummate or enforce the Agreement and Settlement. The obligations set forth in the Agreement are deemed part of this Order.

**IT IS SO ORDERED.**

DATED: 05/31/2024

  
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HON. J. OMAR RODRIGUEZ  
Judge of the Superior Court