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FILED
Superior Court of California
County of Los Angeles
01/20/2022
Sherri R. Carter, Executive Officer / Clerk of Court
By: A. Lim Deputy

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

RICHARD SOUTSOS, as an individual
and on behalf of all others similarly
situated,

 Plaintiff,

 v.

CALIFORNIA RESOURCES
CORPORATION, a Delaware corporation,
and DOES 1-50, inclusive,

 Defendants.

CASE NO. 20STCV15170

CLASS AND REPRESENTATIVE ACTION

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AND ENTERING FINAL
JUDGMENT**

**~~PROPOSED~~ ORDER GRANTING FINAL APPROVAL OF
CLASS SETTLEMENT AND ENTERING JUDGMENT**

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1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The Motion for Final Approval of the Class Settlement came before this Court, the
3 Honorable William F. Highberger, presiding.

4 The above captioned Action is a class and representative action lawsuit brought by Plaintiff
5 Richard Soutsos, ("Plaintiff") against California Resources Corporation ("Defendant").

6 **WHEREAS**, on Sept. 24, 2201, this Court granted preliminary approval of the
7 Stipulation of Class Action Settlement and Release of Claims ("Stipulation of Settlement" or
8 "Settlement"), attached as Exhibit A to the ~~concurrently~~ filed declaration of Max Gavron on
9 Aug. 27, 2021

10 **WHEREAS**, Plaintiff has applied to the Court for an order granting final approval of the
11 Settlement.

12 **WHEREAS**, the Stipulation of Settlement sets forth the terms and conditions for the
13 proposed Settlement and for entry of an order of final approval and entry of final judgment thereon.
14 The Court having read and considered Plaintiff's Motion for Final Approval of Class Action
15 Settlement, Plaintiff's Motion for Approval of Attorneys' Fees and Costs, and the supporting
16 documents and exhibits annexed thereto including the Declarations of Max Gavron Larry Lee
17 Richard Soutsos, and the Claims Administrator, now finds:

18 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED**

19 1. The Court has personal jurisdiction over all members of the Settlement Class and that
20 the Court has subject matter jurisdiction to approve the Settlement.

21 2. This Order incorporates by reference the definitions in the Settlement and all
22 capitalized terms defined therein shall have the same meaning in this Order as set forth in the
23 Settlement Agreement.

24 3. The terms of the Settlement are fair, just, reasonable, and adequate, consistent and in
25 compliance with California Code of Civil Procedure, the California and United States Constitutions
26 (including the due process clauses), the California Rules of Court and any other applicable law, and
27 in the best interest of each of the Parties and the Class Members and is hereby finally approved in all
28 respects.

1 4. The Parties are hereby directed to perform the terms of the Settlement as described in
2 the Settlement Agreement according to its terms and provisions.

3 5. There ~~is~~/are zero valid Requests for Exclusion.

4 6. It is ordered that the Settlement Class is certified for settlement purposes only. The
5 Court finds that an ascertainable class exists and a well-defined community of interest exists in the
6 questions of law and fact involved because in the context of the Settlement: (i) there are questions of
7 law and fact common to the Class Members which, as to the Settlement and all related matters,
8 predominate over any individual questions; (ii) the claims of Plaintiffs are typical of the claims of
9 the Class Members; and (iii) in negotiating, entering into and implementing the Settlement, Plaintiff
10 and Plaintiffs' Attorneys have fairly and adequately represented and protected the interest of the
11 Class Members.

12 7. The Court finds that the Notice and notice methodology implemented pursuant to this
13 Settlement (i) constituted the best practicable notice; (ii) constituted notice that was reasonably
14 calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of
15 the Action, their right to object to or exclude themselves from the proposed Settlement and their
16 right to appear at the Final Approval Hearing; (iii) were reasonable and constituted due, adequate
17 and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements
18 of the California Code of Civil Procedure, the California and United States Constitution (including
19 the Due Process Clause), the California Rules of Court and any other applicable law.

20 8. The Settlement Class is hereby made final. The Settlement Class is defined as all
21 current and former non-exempt employees employed by Defendant in California, including Plaintiff,
22 who received a Qualifying Wage Statement during the Class Period.

23 9. The Class Period is deemed to be any time during the period of March 30, 2019
24 through April 1, 2021, inclusive of the beginning and ending dates.

25 10. The Settlement Agreement is not an admission by Defendant, nor is this Final Order a
26 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final
27 Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the
28 Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or

wrongdoing on the part of Defendant.

11. The Court orders that pursuant to the Settlement Agreement, and upon the funding of the settlement by Defendant, (i) Plaintiff and all Class Members who have not been timely and properly excluded from the Settlement Class, and any person acting on their behalf, are deemed to have waived, released, and discharged, and are permanently barred from prosecuting the Class Released Claims against Defendant and all of the Released Parties as fully set forth in the Settlement Agreement and (ii) Plaintiff and all Class Members, including those who have timely and duly requested exclusion are deemed to have waived, released, and discharged, and are permanently barred from prosecuting the PAGA Released Claims against Defendant and all of the Released Parties as fully set forth in the Settlement Agreement.

12. The Settlement Agreement provides that the Maximum Settlement Fund is Five Hundred Twenty-Five Thousand Dollars (\$525,000.00). The Net Settlement Amount shall be determined according to the terms of the Settlement.

13. The Court orders the calculations and the payments to be made and administered in accordance with the terms of the Settlement.

14. The Court hereby finds that Plaintiff and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement. The Court hereby confirms Diversity Law Group, P.C. and Polaris Law Group as Class Counsel in the Action.

15. The Court hereby finds the unopposed application of Class Counsel for a costs and attorneys' fees award provided for under the proposed Settlement to be fair and reasonable in light of all the circumstances and is hereby granted. Of the Maximum Settlement Fund of Five Hundred Twenty-Five Thousand Dollars (\$525,000.00), one third being One Hundred Seventy Five Thousand Dollars (\$175,000.00) shall be paid for attorney fees and (Fifteen Thousand Dollars (\$15,000.00) shall be paid for litigation costs in accordance with the terms of the Settlement. In addition, the Court finds that the requested Class Counsel Award is reasonable and commensurate with market rates in Los Angeles County and approves the requested fee distribution. No other costs or fees arising out of or related to the institution, prosecution or resolution of this matter shall be awarded, either against Defendant or the Released Parties, or from the award to the Settlement Class.

1 16. The unopposed application of Class Counsel for a Class Representative Enhancement
2 Payment is hereby granted. Of the Gross Settlement Amount, a Service Payment of Ten Thousand
3 Dollars (\$10,000.00) each shall be allocated to named Plaintiff Richard Soutsos in accordance with
4 the terms of the Settlement.

5 17. The Court hereby approves a PAGA Payment in the amount of Twenty Five
6 Thousand Dollars (\$25,000.00) to the Labor & Workforce Development Agency of which 75% or
7 Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750.00) shall be remitted to the California
8 Labor and Workforce Development Agency for the resolution of all Class Members' claims under
9 the PAGA, California Labor Code Section 2698, *et seq.* and 25% or (\$6,250.00) Six Thousand Two
10 Hundred Fifty Dollars (\$6,250.00) of which will be distributed to Class Members as part of the Net
11 Settlement Amount.

12 18. The unopposed application of Class Counsel for claims administration fees to be paid
13 to the Settlement Administrator is hereby granted. Of the Gross Settlement Amount, _____
14 ~~Thousand Dollars (\$ 8,500 .00)~~ shall be paid for Settlement Administration Costs in accordance
15 with the terms of the Settlement.

16 19. Defendant shall have no further liability for costs, expenses, interest, attorneys' fees,
17 or for any other charge, expense, or liability, except as provided for in the Settlement. Defendant is
18 hereby relieved of any obligation to retain electronically stored information or other data, documents
19 or information as a result of the filing or pursuit of the instant matter but is not relieved of any
20 obligation arising independently of this matter to retain electronically stored information or other
21 data, documents or information.

22 20. The Court hereby grants and authorizes the Parties, without further approval from the
23 Court, to agree to and to adopt such amendments, modifications and expansions of this Settlement
24 and all exhibits attached hereto as (i) are consistent with the Final Judgment; and (ii) do not limit the
25 rights of members of the Settlement Class under the Settlement.

26 21. Final Judgment is hereby entered pursuant to the terms of the Settlement.

27 22. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.6, the Court shall
28 retain jurisdiction of this Action, the Parties, and the Settlement Class, as well as the administration

1 and enforcement of the terms of the Settlement of the Action to enforce the terms of the judgment.
2 Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction
3 over the Action, the Parties, and the Settlement Class, as well as the administration and enforcement
4 of the Settlement. Any disputes or controversies arising with respect to the interpretation,
5 consummation, enforcement, or implementation of the Settlement not resolved by the Claims
6 Administrator shall be presented by motion to the Court; provided however, that nothing in this Part
7 shall restrict the ability of the Parties to exercise their rights to terminate the Settlement pursuant to
8 the terms of the Settlement Agreement.

9 23. This Final Order shall constitute a Final Judgment.

10 24. The Court hereby dismisses the Action (including all individual claims and Released
11 Claims presented thereby) with prejudice, without fees or costs to any party except as provided by
12 the Settlement.

13 01/20/2022

14 **DATED:** _____



A handwritten signature in black ink, reading "W. F. Highberger".

15 William F. Highberger / Judge

16 **JUDGE OF THE SUPERIOR COURT**

17 4851-0111-7944.1 / 082323-1008