

Page 1 of 2

JAN 10 2019

BY _____ DEPUTY

PROPOSED

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN

LANDON FULMER, JR. and MICHAEL
OLESON; individually, and on behalf of other
members of the general public similarly situated,
and on behalf of aggrieved employees pursuant
to the Private Attorneys General Act ("PAGA");

Plaintiffs,

v.

GOLDEN STATE DRILLING, INC., a
California corporation and Does 1 through 100,
inclusive,

Defendants.

) Case No.: S-1500-CV-279707-SDS
) Consolidated
) Case Nos.: S-1500-CV-281013-LHB
) S-1500-CV-281000
) BCV-16-100108

) Assigned for All Purposes to:
) Honorable Stephen D. Schuett
) Department: 10

CLASS ACTION

PROPOSED ORDER AND FINAL
JUDGMENT GRANTING MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT

) Reservation No. 33766

Hearing Date: January 10, 2019
Hearing Time: 8:30 a.m.
Hearing Place: Department 10

Fulmer Complaint Filed: June 25, 2013

1 The Motion of Plaintiffs Landon Fulmer, Jr., Anthony Massey, and Fidel Betancourt
2 (“Plaintiffs”) for final approval of the settlement reached with Defendant Golden State Drilling,
3 Inc. (the “Motion”), which was preliminarily granted by the Court on September 25, 2018, came
4 for hearing on January 10, 2019.

5 WHEREAS, Plaintiffs and Defendant Golden State Drilling, Inc. (“Defendant”) entered
6 into a Joint Stipulation of Settlement and Release (the “Settlement Agreement”) on or about
7 August 24, 2018 to settle this class action lawsuit;

8 WHEREAS, the Court entered an Order dated September 25, 2018 preliminarily
9 approving the settlement of this class action lawsuit (the “Preliminary Approval Order”),
10 consistent with the California Code of Civil Procedure § 382 and California Rule of Court 3.769,
11 ordering notice to be sent to class members, scheduling a Settlement Fairness Hearing for
12 January 10, 2019, and providing class members with an opportunity to object to the settlement or
13 exclude themselves from the class; and

14 WHEREAS, the Court held a Settlement Fairness Hearing on January 10, 2019 to
15 determine whether to give final approval to the settlement of this class action.

16 NOW, THEREFORE, based on the submissions of the Parties, upon reviewing all prior
17 proceedings, and on the evidence adduced at the Final Hearing, it is hereby ORDERED,
18 ADJUDGED, AND DECREED as follows:

19 1. Incorporation of Other Documents. This Order (the “Final Approval Order”) and
20 final judgment (the “Final Judgment”) incorporates the Settlement Agreement. Unless otherwise
21 provided herein, all capitalized terms in this Final Approval Order shall have the same meaning
22 as set forth in the Settlement Agreement.

23 2. Jurisdiction. Because adequate notice has been disseminated, and all Class
24 Members have been given the opportunity to request exclusion from the Class, the Court has
25 personal jurisdiction with respect to the claims of all Eligible Class Members. The Court has
26 subject matter jurisdiction over the Class Action, including jurisdiction to approve the settlement,
27 grant final certification of the Class, and dismiss the Class Action.

28 3. Final Class Certification. The Court finds that the Class satisfies all applicable
requirements of California Code of Civil Procedure § 382, California Rule of Court 3.769, and

1 due process. Accordingly, the Court certifies, a class consisting of 770 California-based hourly
2 paid or non-exempt Drillers, Safety Captains, Derrickmen, Motormen, Piperackers, and Trainees,
3 who worked for Golden State within the State of California at any time from June 27, 2009 to
4 September 25, 2018. Excluded from the Class are the zero individuals who returned signed and
5 valid Opt-Out Requests upon receiving the Class Notice and Claim Form.

6 4. Adequacy of Representation. As Class Counsel, Douglas Han, Shunt Tatavos-
7 Gharajeh, and Daniel J. Park of the Justice Law Corporation and R. Rex Parris, Kitty Szeto, John
8 M. Bickford, and Ryan Crist of Parris Law Firm have fully and adequately represented the Class
9 for purposes of entering into and implementing the Settlement, and have satisfied the
10 requirements of California Code of Civil Procedure § 382.

11 5. Class Notice. The Court finds that the Class Notice and its distribution to Class
12 Members have been implemented pursuant to the Settlement Agreement and this Court's
13 Preliminary Approval Order and that they:

14 a. constitute the best practicable notice to Class Members under the
15 circumstances of the Class Action;

16 b. constitute notice that was reasonably calculated, under the circumstances,
17 to apprise Class Members of: (i) the pendency of the Class Action; (ii) the material terms and
18 provisions of the settlement and their rights under the settlement; (iii) their right to object to any
19 aspect of the proposed settlement (including final certification of the Class, the fairness,
20 reasonableness and adequacy of the settlement, the adequacy of the Class's representation by
21 Named Plaintiffs and Class Counsel, and/or the award of the Named Plaintiff Enhancement
22 Payments, and attorneys' fees, and litigation costs); (iv) their right to exclude themselves from
23 the Class and the Settlement; (v) their right to claims a Settlement Award; (vi) their right to
24 appear at the Settlement Fairness Hearing; and (vii) the binding effect of the orders and judgment
25 in the Class Action, whether favorable or unfavorable, on all Eligible Class Members;

26 c. constitute notice that was reasonable, adequate, and sufficient to all Class
27 Members; and

28 d. constitute notice that fully satisfied the requirements of California Code of
Civil Procedure § 382, California Rule of Court 3.769, and due process.

1 6. Final Settlement Approval. The terms and provisions of the Settlement
2 Agreement have been entered into in good faith, and are the product of arm's-length negotiations
3 by experienced counsel who have done a meaningful investigation of the claims in the dispute.
4 The Settlement Agreement and all of its terms and provisions are fully and finally approved as
5 fair, reasonable, adequate, and in the best interests of the Parties. The Parties are hereby directed
6 to implement the Settlement Agreement according to its terms and provisions.

7 7. Binding Effect. The terms and provisions of the Settlement Agreement and this
8 Final Approval Order and Final Judgment are binding on the Eligible Class Members, as well as
9 their heirs, executors and administrators, successors, and assigns, and those terms shall have res
10 judicata and other preclusive effect in all pending and future claims, lawsuits or other
11 proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits,
12 or other proceedings involve matters that were or could have been raised in the Class Action and
13 are encompassed by the release of the Eligible Class Members' Settled Claims, as set forth in the
14 Settlement Agreement. This settlement will have no binding effect upon, and provide no res
15 judicata preclusion to, those Class Members who have submitted Opt-out Requests.

16 8. Releases. Conditioned upon satisfaction of Defendant's payment obligations
17 under the Settlement Agreement, Named Plaintiffs shall be bound by their release of their Settled
18 Claims as provided in the Settlement Agreement. Conditioned upon satisfaction of Defendant's
19 payment obligations under the Settlement Agreement, the Eligible Class Members shall be
20 bound by the release of their Settled Claims as provided in the Settlement Agreement, regardless
21 of whether such persons received any compensation under the Settlement Agreement. The
22 release of the Eligible Class Members' Settled Claims is effective as of the date of this Final
23 Approval Order and Final Judgment. The Court expressly adopts all defined terms in the
24 Settlement Agreement and the release of Eligible Class Members' Settled Claims, including
25 without limitation, the following definition that is set forth at Paragraph 12 of the Settlement
26 Agreement:

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all claims and causes of action for wages, premium payments, economic damages, non-economic damages, restitution, penalties, or liquidated damages against the Released Parties by the Eligible Class Members or successors or assigns of any of them (whether directly, indirectly, representatively, derivatively, or in any other capacity) arising out of any claim under California law during the Settlement Period based upon the allegations in the Complaint, or which could have been alleged in the Complaint based upon the factual allegations therein, including but not limited to the following: (a) any claim under California law, including claims for violation of Labor Code §§ 226.7 and 512, based on the failure to provide meal periods and rest breaks and the failure to provide premiums for missed meal periods and rest breaks; (b) any claim under California law, including claims for violation of Labor Code §§ 510 and 1194, based on the failure to pay minimum wages and overtime wages; (c) any claim under California law, including claims for violation of Labor Code § 203, based on the failure to fully and timely pay wages upon termination or within required time thereof; (d) any claim under California law, including claims for violation of Labor Code § 226, based on the failure to provide accurate itemized wage statements; (e) any claim under California law, including claims for violation of Labor Code § 2802, based on the failure to provide reimbursement for business expenses; (f) any claim for penalties provided in the California Labor Code that are associated with the claims and factual allegations as the above items (a)-(f); (g) any claim for penalties associated with Labor Code § 2698 *et seq.* ("PAGA") arising from the claims and factual allegations as the above items (a)-(f) including California Labor Code §§ 203, 226, 226.7, 510, 512, 1194, 2802; and (h) any claim under California law based on a violation of Business & Professions Code § 17200, *et seq.* for restitution from the same factual allegations as above in items (a)-(f). Eligible Class Members' Settled Claims only applies during the time period when Settlement Class Members worked as non-exempt employees.

9. Permanent Injunction. The Eligible Class Members are barred and enjoined from:

(a) filing, commencing, prosecuting, maintaining, intervening in, participating in (as class members or otherwise) or receiving any benefits or other relief from any other claim, lawsuit, arbitration, or administrative, regulatory or other proceeding or order in any jurisdiction based on the Eligible Class Members' Settled Claims; and (b) organizing or soliciting the participation of any Class Members into a separate class for purposes of pursuing as a purported class action (including by seeking to amend a pending complaint to include class allegations, or by seeking class certification in a pending action) any claim, lawsuit or other proceeding based on the

1 release of Eligible Class Members' Settled Claims. The Court finds that issuance of this
2 permanent injunction is necessary and appropriate in aid of the Court's jurisdiction over the
3 Class Action and to protect and effectuate this Final Approval Order and Final Judgment.

4 10. Enforcement of Settlement. Nothing in this Final Approval Order shall preclude
5 any action to enforce the terms and provisions of the Settlement Agreement.

6 11. Named Plaintiff Enhancement Payment. The Court finds that an enhancement
7 payments in the amount of One Hundred Thousand Dollars (\$100,000.00) (\$50,000 for Plaintiff
8 Landon Fulmer, Jr., \$25,000 for Plaintiff Anthony Massey, and \$25,000 for Plaintiff Fidel
9 Betancourt), to be paid by Defendant to Named Plaintiffs (the "Named Plaintiff Enhancement
10 Payment") out of the Gross Settlement Fund, to be reasonable and appropriate. The Named
11 Plaintiffs Enhancement Payment is to be paid pursuant to the terms and provisions set forth in
12 the Settlement Agreement.

13 12. Class Counsel's Fees and Costs. The Court finds an award of attorneys' fees of
14 Two Million Three Hundred and Sixty-Two Thousand Five Hundred Dollars (\$2,362,500.00), to
15 be paid out of the Gross Settlement Fund by Defendant to Class Counsel, to be reasonable and
16 appropriate. The attorneys' fees shall be divided equally between Class Counsel Justice Law
17 Corporation and Parris Law Firm. The Court further finds that an award of actual litigation costs
18 in the amount of Three Hundred Fifty Thousand Seven Hundred Twenty-Four Dollars and Forty-
19 Seven Cents (\$350,724.47), to be paid by Defendant to Class Counsel Parris Law Firm, and
20 Thirty-One Thousand Five Hundred and Sixty Dollars and Thirty-Three Cents (\$31,560.33), to
21 be paid by Defendant to Class Counsel Justice Law Corporation out of the Gross Settlement
22 Fund, to be reasonable and appropriate. Such fees and costs are to be paid pursuant to the terms
23 and provisions set forth in the Settlement Agreement. Claims Administrator may purchase an
24 annuity or utilize US treasuries and bonds or other attorney fee deferral vehicles for Class
25 Counsel. Defendant shall not be required to pay for any other attorneys' fees and expenses, costs,
26 or disbursements incurred by Class Counsel or any other counsel representing the Named
27 Plaintiffs or Class Members, or incurred by the Named Plaintiffs or Class Members, in
28 connection with or related in any manner to the Class Action, this settlement, the administration
of the settlement, and/or the Eligible Class Members' Settled Claims.

1 13. Claims Administration Costs. The Court finds that Claims Administration Costs
2 in the amount of Seventeen Thousand Two Hundred and Fifty Dollars (\$17,250.00), to be paid
3 by Defendant to the Claims Administrator out of the Gross Settlement Fund, to be reasonable
4 and appropriate. Settlement Administration Costs are to be paid pursuant to terms and
5 provisions set forth in the Settlement Agreement.

6 14. Labor Workforce and Development Agency Payment. The Court finds that the
7 Labor Workforce and Development Agency Payment of Ten Thousand U.S. Dollars
8 (\$10,000.00), of which Seven Thousand Five Hundred Dollars (\$7,500.00) is to be paid by
9 Defendant to the California Labor & Workforce Development Agency out of the Gross
10 Settlement Fund and Two Thousand Five Hundred Dollars (\$2,500.00) is to be included in the
11 Net Settlement Fund, to be reasonable and appropriate. The Labor Workforce and Development
12 Agency Payment is to be paid pursuant to the terms and provisions set forth in the Settlement
13 Agreement.

14 15. Modification of Settlement Agreement. The Eligible Class Members are hereby
15 authorized, upon approval of the Court, to agree to and adopt amendments to or modifications of
16 the Settlement Agreement, by a written instrument signed by counsel for all Parties or their
17 successors. Such amendments or modifications shall be consistent with this Final Approval
18 Order and Final Judgment and cannot limit the rights of Eligible Class Members under the
19 Settlement Agreement.

20 16. Retention of Jurisdiction. The Court has jurisdiction to enter this Final Approval
21 Order. This Court expressly retains jurisdiction for the administration, interpretation,
22 effectuation, and/or enforcement of the Settlement Agreement and of this Final Approval Order,
23 and for any other necessary purpose, including, without limitation:

24 a. enforcing the terms and provisions of the Settlement Agreement and
25 resolving any disputes, claims, or causes of action in the Class Action that, in whole or in part,
26 are related to or arise out of the Settlement Agreement or this Final Approval Order and Final
27 Judgment;

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1 b. entering such additional orders as may be necessary or appropriate to
2 protect or effectuate this Final Approval Order and Final Judgment approving the Settlement
3 Agreement, and permanently enjoining Settling Plaintiffs from initiating or pursuing related
4 proceedings, or to ensure the fair and orderly administration of this settlement; and

5 c. entering any other necessary or appropriate orders to protect and effectuate
6 this Court's retention of continuing jurisdiction.

7 17. No Admissions. Neither the Settlement Agreement, this Final Approval Order,
8 the Final Judgment, nor any document, statement, proceeding, or conduct related to this
9 Settlement Agreement, is, may be construed as, or may be used as an admission or concession by
10 or against any of the Released Parties with respect to any claim of fault, wrongdoing, liability, or
11 omission. In particular, neither this Settlement Agreement, nor any document, statement,
12 proceeding, or conduct related to this Settlement Agreement, including the Final Approval Order
13 and Final Judgment, may be:

14 a. construed as, offered or admitted into evidence as, received as, or deemed
15 to be evidence of a presumption, concession, indication, or admission by any of the Released
16 Parties of any liability, fault, wrongdoing, omission, concession, or damage; or

17 b. disclosed or referred to, or offered or received into evidence, in any further
18 proceeding in the Class Action, or any other civil, criminal, or administrative action or
19 proceeding against any of the Released Parties, except for purposes of settling this Class Action,
20 enforcing the terms of the Settlement Agreement, or establishing that the settlement herein has
21 occurred.

22 However, the Settlement Agreement may be filed by any of the Released Parties in an
23 action to support a defense of res judicata, collateral estoppel, release, waiver, good faith
24 settlement, judgment bar or reduction, full faith and credit, or any other theory of claim
25 preclusion, issue preclusion, or similar defense or counterclaim.

26 DATE: JAN 10 2019


JUDGE STEPHEN D. SCHUETT

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

On January 10, 2019, I served the foregoing document described as **AMENDED NOTICE OF ENTRY OF JUDGMENT OR ORDER**, by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

Attorney for Defendant Golden State
Drilling, Inc.

Executed on January 10, 2019, at Lancaster, California.


Monica Alvarez