
EXHIBIT 1

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

CASCADE DRILLING WAGE AND
HOUR CASES

JCCP No. 5215
**STIPULATION OF CLASS ACTION AND
PRIVATE ATTORNEY GENERAL ACT
SETTLEMENT AND RELEASE**

1 **STIPULATION OF CLASS ACTION AND PRIVATE ATTORNEY GENERAL ACT**
2 **SETTLEMENT AND RELEASE**

3 This Joint Stipulation of Class Action and Private Attorney General Act Settlement and Release
4 (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiffs Eugene
5 Martinez, Robert Williams, and John Lilla (“Plaintiffs” or “Class Representatives”), as individuals and
6 on behalf of all others similarly situated, and Defendant Cascade Drilling, L.P. (“Defendant”)
7 (collectively with Plaintiffs, the “Parties”).

8 **DEFINITIONS**

9 The following definitions are applicable to this Settlement Agreement. Definitions contained
10 elsewhere in this Settlement Agreement will also be effective:

11 1. “Actions” means *Cascade Drilling Wage and Hour Cases*, No. JCCP 5215 (Alameda
12 County Superior Court); *Martinez v. Cascade Drilling, L.P.*, No. RG21090743 (Alameda County
13 Superior Court); and *Lilla v. Cascade Drilling, L.P.*, No. C21-01568 (Contra Costa County Superior
14 Court).

15 2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and
16 approved by the Court for Class Counsel’s litigation and resolution of the Actions, and all out-of-pocket
17 costs incurred and to be incurred by Class Counsel in the Actions, including but not limited to
18 expert/consultant fees, investigation costs, and costs associated with documenting the Settlement,
19 providing any notices required as part of the Settlement or Court order, securing the Court’s approval of
20 the Settlement, administering the Settlement, and obtaining entry of a Judgment approving the
21 Settlement. Class Counsel will request attorneys’ fees not in excess of Five Hundred Thirty-Three
22 Thousand Three Hundred Thirty-Three Dollars (\$533,333). The Attorneys’ Fees and Costs will also
23 mean and include the additional reimbursement of any costs and expenses associated with Class
24 Counsel’s litigation and settlement of the Actions, up to Twenty-Five Thousand Dollars (\$25,000),
25 subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for fees and
26 reimbursement of costs as set forth above.

27 3. “Class Counsel” means Keller Grover LLP, Capstone Law APC, and Lawyers for
28 Justice, P.C.

1 4. “Class and PAGA Members List” means a complete list of all Class Members and
2 PAGA Members that Defendant will diligently and in good faith compile from its records and provide to
3 the Settlement Administrator and Class Counsel within twenty (20) calendar days after Preliminary
4 Approval of this Settlement. The Class and PAGA Member List will be formatted in Microsoft Office
5 Excel and will include each Class Member’s and PAGA Member’s full name; most recent mailing
6 address and telephone number; Social Security number; dates of employment; the respective number of
7 Workweeks that each Class Member worked during the Class Period and each PAGA Member worked
8 during the PAGA Period; and any other relevant information needed to calculate settlement payments.

9 5. “Class Member(s)” or “Settlement Class” means all persons who worked for Defendant
10 as non-exempt, hourly employees in California at any time from September 6, 2016 through June 30,
11 2022. Defendant represents that there are approximately 686 Class Members.

12 6. “Class Period” means the period from September 6, 2016 through June 30, 2022.

13 7. “Class Representative Enhancement Payments” means the amounts to be paid to
14 Plaintiffs in recognition of their effort and work in prosecuting the Actions on behalf of Class Members,
15 and for their general release of claims. Subject to the Court granting final approval of this Settlement
16 Agreement and subject to the exhaustion of any and all appeals, Plaintiffs will request Court approval of
17 Class Representative Enhancement Payments of up to Ten Thousand Dollars (\$10,000), each.

18 8. “Court” means the Alameda County Superior Court.

19 9. “Defendant” means Defendant Cascade Drilling, L.P.

20 10. “Effective Date” means the later of: (i) 60 calendar days plus two court days after the
21 date of Final Approval, provided no appeal is initiated by an any party; or (ii) if a timely appeal is
22 initiated by any party, then the Effective Date will be the date of final resolution of that appeal (including
23 any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the
24 Settlement.

25 11. “Final Approval” means the date on which the Court enters an order granting final
26 approval and judgment of the Settlement Agreement.

27 12. “Gross Settlement Amount” means the amount of One Million Six Hundred Thousand
28 Dollars (\$1,600,000), which includes One Million Four Hundred And Sixty Eight Thousand Dollars

1 (\$1,468,000) in “new money” in addition to the sum of \$132,000 which Defendant already paid out to
2 Class Members from December 2021 through April 2022 to obtain individual releases, to be paid by
3 Defendant in full satisfaction of all Released Class Claims and Released PAGA Claims, which includes
4 all Individual Settlement Payments, Attorneys’ Fees and Costs, the Class Representative Enhancement
5 Payments, the PAGA Settlement Amount, and Settlement Administration Costs. This Gross Settlement
6 Amount has been agreed to by Plaintiffs and Defendant based on the aggregation of the agreed-upon
7 settlement value of individual claims. In no event will Defendant be liable for more than the Gross
8 Settlement Amount except as otherwise explicitly set forth herein. There will be no reversion of the
9 Gross Settlement Amount to Defendant. Defendant will be separately responsible for any employer
10 payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions, which shall
11 not be paid from the Gross Settlement Amount.

12 13. “Individual Settlement Payment” means each Participating Class Member’s and PAGA
13 Member’s respective shares of the Net Settlement Fund and PAGA Fund.

14 14. “Net Settlement Fund” means the portion of the Gross Settlement Amount remaining
15 after deducting the Attorneys’ Fees and Costs, the Class Representative Enhancement Payments, the
16 PAGA Settlement Amount, the Pick Up Stix Payment, and Settlement Administration Costs. The Net
17 Settlement Fund will be distributed to Participating Class Members. There will be no reversion of the
18 Net Settlement Fund to Defendant.

19 15. “Notice of Objection” means a Class Member’s valid and timely written objection to the
20 Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) a reference to one or
21 more of the Actions either by name or case number(s); (ii) the objector’s full name, signature, address,
22 and telephone number, (iii) a written statement of all grounds for the objection accompanied by any legal
23 support for such objection; (iv) copies of any papers, briefs, or other documents upon which the
24 objection is based; and (v) a statement whether the objector intends to appear at the Final Approval
25 Hearing.

26 16. “Class Notice Packet” means the Notice of Class Action Settlement, substantially in the
27 form attached as Exhibit A.

28 17. “LWDA Letter” means Plaintiffs Eugene Martinez’s and Robert Williams’ letter to the

1 LWDA dated February 4, 2021.

2 18. "PAGA Members" means all persons who worked for Defendant as non-exempt, hourly
3 employees in California at any time from February 4, 2020 through June 30, 2022. Defendant represents
4 that there are approximately 258 PAGA Members.

5 19. "PAGA Period" means the period from February 4, 2020 through June 30, 2022.

6 20. "PAGA Settlement Amount" means the amount that the Parties have agreed to pay to
7 the Labor and Workforce Development Agency ("LWDA") and PAGA Members in connection with
8 Plaintiffs' claim under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698,
9 *et seq.*, "PAGA") ("PAGA Settlement"). The Parties have agreed that One Hundred Thousand Dollars
10 (\$100,000) of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to
11 PAGA, Seventy-Five Percent (75%), or Seventy-Five Thousand Dollars (\$75,000), of the PAGA
12 Settlement Amount will be paid to the California Labor and Workforce Development Agency ("Labor
13 and Workforce Development Agency Payment"), and Twenty-Five Percent (25%), or Twenty-Five
14 Thousand Dollars (\$25,000) ("PAGA Fund"), of the PAGA Settlement will be disbursed to PAGA
15 Members, regardless of whether they request to be excluded from the Settlement Class.

16 21. "Parties" means Plaintiffs and Defendant collectively.

17 22. "Participating Class Members" means all Class Members who do not submit timely and
18 valid Requests for Exclusion.

19 23. "Pick Up Stix Settlement Group" means those Participating Class Members who signed
20 a release of claims asserted in this Lawsuit.

21 24. "Pick Up Stix Payment" means the sum of the settlement payments made to the Pick Up
22 Stix Settlement Group, equal to One Hundred and Thirty Two Thousand Dollars (\$132,000).

23 25. "Pick Up Stix Workweeks" means those Workweeks that are covered by the releases
24 signed by the Pick Up Stix Settlement Group.

25 26. "Plaintiffs" means Plaintiffs Eugene Martinez, Robert Williams, and John Lilla.

26 27. "Preliminary Approval" means the date on which the Court enters an order granting
27 preliminary approval of the Settlement Agreement.

28 28. "Qualifying Workweeks" means Workweeks, exclusive of Pick Up Stix Workweeks.

1 All Class Members will be credited with at least one Qualifying Workweek during the Class Period.

2 29. “Released Class Claims” means all claims, rights, demands, liabilities, and causes of
3 action that were alleged against Defendant and/or any of the Released Parties, or which could have been
4 alleged based on the facts pled against them in the complaints in the Actions during the Class Period,
5 including, but not limited to: (i) all claims for unpaid overtime; (ii) all claims for meal and rest break
6 violations; (iii) all claims for unpaid minimum wages; (iv) all claims for the failure to timely pay wages
7 upon termination; (v) all claims for the failure to timely pay wages during employment; (vi) all claims
8 for wage statement violations; (vi) all claims for unreimbursed business expenses, (viii) all claims
9 asserted through California Business & Professions Code §§ 17200, *et seq.*; and (ix) and all claims under
10 the Fair Labor Standards Act (“FLSA”) based on the alleged state law violations referenced in (i)
11 through (viii) above.

12 30. “Released PAGA Claims” means all claims for civil penalties under California Labor
13 Code §§ 2698, *et seq.*, that were brought or which could have been brought based on the facts alleged in
14 Plaintiffs’ LWDA Letter during the PAGA Period, including but not limited to claims based on alleged
15 violations of Labor Code §§ 201, 202, 203, 204b, 226(a), 226.3, 226.7, 510, 512, 1194, 1194.2, 1197,
16 1197.1, 1198, and 1199.

17 31. “Released Parties” means Defendant, and its respective successors and predecessors in
18 interest, its past and present parents, subsidiaries, and affiliates and their respective past or present
19 officers, directors, shareholders, agents, principals, heirs, representatives, employees, accountants,
20 auditors, consultants, attorneys, advisors, insurers and reinsurers, pension and welfare benefit plans, plan
21 fiduciaries, administrators, and trustees.

22 32. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a
23 request to be excluded from the Settlement Class. The Request for Exclusion must: (i) include a
24 reference to one or more of the Actions either by name or case number(s); (ii) set forth the name,
25 address, telephone number and last four digits of the Social Security Number of the Class Member
26 requesting exclusion; (iii) be signed by the Class Member; (iv) be returned to the Settlement
27 Administrator; (v) clearly state that the Class Member does not wish to be included in the Settlement;
28 and (vi) be faxed, emailed, or postmarked on or before the Response Deadline.

33. “Response Deadline” means the deadline by which Class Members must postmark or fax to the Settlement Administrator Requests for Exclusion, postmark or fax disputes concerning the calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Class Notice Packet by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

34. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement. Based on an estimated Settlement Class of approximately 686 Class Members, the Settlement Administration Costs are currently estimated to be twenty thousand dollars (\$20,000.00).

35. “Settlement Administrator” means Simpluris, Inc., or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

36. “Workweeks” means the number of days of employment in California for each Class Member during the Class Period, subtracting days on leave of absence (if any), dividing by seven (7), and rounding to the nearest whole number.

TERMS OF AGREEMENT

The Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant agree as follows:

37. Funding of the Gross Settlement Amount. Defendant will make a one-time deposit of

1 the new money portion of the Gross Settlement Amount of One Million Four Hundred And Sixty-Eight
2 Thousand Dollars (\$1,468,000) into a Qualified Settlement Fund to be established by the Settlement
3 Administrator. Defendant will pay the employer's share of payroll taxes separately. After the Effective
4 Date, the Gross Settlement Amount will be used for: (i) Individual Settlement Payments; (ii) the Labor
5 and Workforce Development Agency Payment; (iii) the Class Representative Enhancement Payments;
6 (iv) Attorneys' Fees and Costs; and (v) Settlement Administration Costs. Defendant will deposit the
7 Gross Settlement Amount and the employer's share of payroll taxes within ten (10) business days of the
8 Effective Date ("Funding Date").

9 38. Escalator. The Gross Settlement Amount was calculated with, and is premised on,
10 Defendant's representation that there are Twenty-Nine Thousand One Hundred and Eighty workweeks
11 (29,180) Qualifying Workweeks during the Class Period as of June 30, 2022. If the number of
12 Qualifying Workweeks worked during the Class Period is greater than 30,639, then Defendant will
13 proportionally increase the Gross Settlement Amount according to the following formula: Total Number
14 of Workweeks ÷ 30,639 Workweeks × \$1,600,000.

15 39. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or
16 motion by Class Counsel for Attorneys' Fees and Costs of not more than Five Hundred Thirty-Three
17 Thousand Three Hundred Thirty-Three Dollars (\$533,333), plus the reimbursement of all out-of-pocket
18 costs and expenses associated with Class Counsel's litigation and settlement of the Actions (including
19 expert/consultant fees, investigations costs, etc.), not to exceed Twenty-Five Thousand Dollars
20 (\$25,000), both of which will be paid from the Gross Settlement Amount. If the Court approves an
21 Attorneys' Fees and Costs amount of less than these amounts, the remainder will be retained in the Net
22 Settlement Fund for distribution to Participating Class Members. In the event that the Court reduces or
23 does not approve the requested Attorneys' Fees and Costs, neither Plaintiffs nor Class Counsel shall have
24 the right to revoke this Settlement Agreement, and it shall remain binding.

25 40. Class Representative Enhancement Payment. In exchange for a general release, and in
26 recognition of their effort and work in prosecuting the Actions on behalf of Class Members, Defendant
27 agrees not to oppose or impede any application or motion for Class Representative Enhancement
28 Payments of up to Ten Thousand Dollars (\$10,000), each. The Class Representative Enhancement

1 Payments will be paid from the Gross Settlement Amount and will be in addition to Plaintiffs' Individual
2 Settlement Payment paid pursuant to the Settlement. Plaintiffs will be solely and legally responsible to
3 pay any and all applicable taxes on the Class Representative Enhancement Payments. Plaintiffs
4 understand and agree that this Settlement Agreement shall remain in full force and effect even if the full
5 amount of Class Representative Enhancement Payments sought by Plaintiffs is not ultimately awarded
6 by the Court.

7 41. Settlement Administration Costs. The Settlement Administrator will be paid for the
8 reasonable costs of administration of the Settlement and distribution of payments from the Gross
9 Settlement Amount, which is currently estimated to be twenty thousand dollars (\$20,000). These costs,
10 which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax reporting
11 on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Class
12 Notice Packets, calculating and distributing the Gross Settlement Amount, and providing necessary
13 reports and declarations.

14 42. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount
15 of One Hundred Thousand Dollars (\$100,000) from the Gross Settlement Amount will be designated for
16 satisfaction of Plaintiffs' PAGA claim. Pursuant to PAGA, Seventy-Five Percent (75%), or Seventy-
17 Five Thousand Dollars (\$75,000), of this sum will be paid to the LWDA and Twenty-Five Percent
18 (25%), or Twenty-Five Thousand Dollars (\$25,000), will be paid to PAGA Members in proportion to
19 the number of Workweeks worked during the PAGA Period. As Defendant paid on a weekly basis, each
20 pay period is a Workweek.

21 43. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement
22 resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as Private
23 Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no PAGA
24 Member has the right to exclude himself or herself from the release of the Released PAGA Claims, and
25 all PAGA Members will receive their shares of the PAGA Fund. The Parties also agree that no PAGA
26 Member has the right to object to the PAGA Settlement Amount.

27 44. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating
28 Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendant.

1 45. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No
2 portion of the PAGA Fund will revert to or be retained by Defendant.

3 46. Individual Settlement Payment Calculations. Individual Settlement Payments will be
4 calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of
5 Workweeks a Class Member worked during the Class Period and PAGA Period. Specific calculations of
6 Individual Settlement Payments will be made as follows:

7 46(a) Payments from the Net Settlement Fund. Defendant will calculate the total
8 number of Workweeks worked by each Class Member during the Class
9 Period and the aggregate total number of Workweeks worked by all Class
10 Members during the Class Period. To determine each Class Member's
11 estimated Individual Settlement Payment from the Net Settlement Fund, the
12 Settlement Administrator will first determine the number of Qualifying
13 Workweeks by subtracting the total number of Pick Up Stix Workweeks
14 from the total number of Workweeks. The Net Settlement Fund will then
15 be allocated to Class Members by dividing the remaining Net Settlement
16 Fund by the aggregate total number of Qualifying Workweeks, resulting in
17 the "Workweek Value." All Class Members will be credited with at least
18 one Qualifying Workweek during the Class Period, including members of
19 the Pick Up Stix Settlement Group. Each Class Member's Individual
20 Settlement Payment from the Net Settlement Fund will be calculated by
21 multiplying each individual Class Member's total number of Qualifying
22 Workweeks by the Workweek Value. The Individual Settlement Payment
23 will be reduced by any required deductions for each Participating Class
24 Member as specifically set forth herein, including employee-side tax
25 withholdings or deductions. The entire Net Settlement Fund will be
26 disbursed to all Participating Class Members who do not submit timely and
27 valid Requests for Exclusion. If there are any valid and timely Requests for
28 Exclusion, the Settlement Administrator shall proportionately increase the

1 Individual Settlement Payment for each Participating Class Member
2 according to the number of Qualifying Workweeks worked, so that the
3 amount actually distributed to the Settlement Class equals 100% of the Net
4 Settlement Fund.

5 46(b) Payments from the PAGA Fund. Defendant will calculate the total number
6 of Qualifying Workweeks worked by each PAGA Member during the
7 PAGA Period and the aggregate total number of Qualifying Workweeks
8 worked by all PAGA Members during the PAGA Period. To determine
9 each PAGA Member's estimated Individual Settlement Payment from the
10 PAGA Fund, the Settlement Administrator will use the following formula:
11 The PAGA Fund will be divided by the aggregate total number of
12 Qualifying Workweeks, resulting in the "PAGA Workweek Value." Each
13 PAGA Member's Individual Settlement Payment from the PAGA Fund
14 will be calculated by multiplying each individual PAGA Member's total
15 number of Qualifying Workweeks by the PAGA Workweek Value. All
16 PAGA Member shall be credited with at least one Qualifying Workweek
17 during the PAGA Period. The entire PAGA Fund will be disbursed to all
18 PAGA Members.

19 47. No Credit Toward Benefit Plans. The payments made to Class Members (i.e.,
20 Participating Class Members and PAGA Members) under this Settlement, as well as any other payments
21 made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any
22 benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing
23 plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
24 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect
25 any rights, contributions, or amounts to which any Class Members may be entitled under any benefit
26 plans.

27 48. Administration Process. The Parties agree to cooperate in the administration of the
28 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in

administration of the Settlement.

49. Delivery of the Class and PAGA Member List. Within twenty (20) calendar days plus one court day of Preliminary Approval, Defendant will provide the Class and PAGA Member List to the Settlement Administrator.

50. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail a Class Notice Packet to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

51. Confirmation of Contact Information in the Class and PAGA Member Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Class Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice Packet. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member and/or PAGA Member involved, and will then perform a single re-mailing. Those Class Members and PAGA Members who receive a re-mailed Class Notice Packet, whether by skip-trace or by request, will have either (i) an additional fifteen (15) calendar days or (ii) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an objection to the Settlement.

52. Class Notice Packets. All Class Members will be mailed a Class Notice Packet. Each Class Notice Packet will provide: (i) information regarding the nature of the Actions; (ii) a summary of the Settlement's principal terms; (iii) the Settlement Class and PAGA Member definitions; (iv) the total number of Qualifying Workweeks each respective Class Member worked for Defendant during the Class Period and the total number of Workweeks each respective PAGA Member worked during the PAGA Period; (v) each Class Member's and PAGA Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (vi) the dates which comprise

1 the Class Period and PAGA Period; (vii) instructions on how to submit Requests for Exclusion or
2 Notices of Objection; (viii) the deadlines by which the Class Member must postmark or fax Request for
3 Exclusions, or postmark Notices of Objection to the Settlement; and (ix) the claims to be released.

4 53. Disputed Information on Class Notice Packets. Class Members will have an opportunity
5 to dispute the information provided in their Class Notice Packets. To the extent Class Members dispute
6 their employment dates or the number of Qualifying Workweeks on record, Class Members may
7 produce evidence to the Settlement Administrator showing that such information is inaccurate.
8 Defendant's records will be presumed correct, but the Settlement Administrator shall contact the Parties
9 regarding the dispute and the Parties will work in good faith to resolve it. All disputes must be submitted
10 by the Response Deadline, and will be decided within ten (10) business days after the Response
11 Deadline.

12 54. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the
13 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The
14 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of
15 receiving the defective submission to advise the Class Member that his or her submission is defective
16 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have
17 until (i) the Response Deadline or (ii) fifteen (15) calendar days from the date of the cure letter,
18 whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for
19 Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

20 55. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
21 Settlement Class must sign and fax or postmark a written Request for Exclusion to the Settlement
22 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the
23 Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request
24 for Exclusion has been timely submitted.

25 56. Settlement Terms Bind Participating Class Members and PAGA Members. Any Class
26 Member who does not affirmatively opt-out of the Class Settlement by submitting a timely and valid
27 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class
28 Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the

1 Settlement. Also, all PAGA Members will be bound by the terms of the Settlement pertaining to the
2 resolution of and release of the Released PAGA Claims.

3 57. Releases by Participating Class Members. Upon the Funding Date, and except as to such
4 rights or claims as may be created by this Settlement Agreement, each Participating Class Member,
5 together and individually, on their behalf and on behalf of their respective heirs, executors,
6 administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released
7 Parties, or any of them, from each of the Released Class Claims arising during the Class Period.

8 58. Releases by PAGA Members. Upon the Funding Date, and except as to such rights or
9 claims as may be created by this Settlement Agreement, each PAGA Member, together and individually,
10 on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys,
11 shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the
12 Released PAGA Claims during the PAGA Period.

13 59. Objection Procedures. To object to the Settlement Agreement, a Class Member may
14 either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response
15 Deadline, or appear at the Final Approval Hearing. Class Members who fail to object either by
16 submitting a valid Notice of Objection or appearing at the Final Approval Hearing will be deemed to
17 have waived all objections to the Settlement and will be foreclosed from making any objections, whether
18 by appeal or otherwise, to the Settlement Agreement. At no time will any of the Parties or their counsel
19 seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement
20 Agreement or appeal from the final approval order and judgment. Class Counsel will not represent any
21 Class Members with respect to any such objections to this Settlement. If a Class Member timely submits
22 both a Notice of Objection and a Request for Exclusion, the Request for Exclusion will be given effect
23 and considered valid, the Notice of Objection shall be rejected, and the Class Member will not be bound
24 by the release of the Released Class Claims and will not receive payment from the Net Settlement Fund
25 (however, if he or she is a PAGA Member, he or she will nevertheless be bound to the settlement and
26 release of the PAGA Released Claims and will be issued payment from the PAGA Fund).

27 60. Certification Reports Regarding Individual Settlement Payment Calculations. The
28 Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report that

certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to the Settlement, and whether any Class Member has submitted a challenge to any information contained in their Class Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

61. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days of the Funding Date, the Settlement Administrator will issue payments to: (i) Participating Class Members and PAGA Members; (ii) the Labor and Workforce Development Agency; (iii) Plaintiffs; and (iv) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement.

62. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more than one hundred and eighty (180) calendar days after issuance will be tendered to Worksafe. The Parties do not have a connection to or a relationship with Worksafe that could reasonably create the appearance of impropriety as between the selection of Worksafe as the recipient of the unclaimed residuals and the interests of the class.

63. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

64. Treatment of Individual Settlement Payments. All Individual Settlement Payments will be allocated as follows: (i) Individual Settlement Payments from the Net Settlement Fund will be allocated as Twenty-Five Percent (25%) wages for which IRS Forms W-2 will be issued; and Seventy-Five Percent (75%) will be allocated as non-wages for which IRS Forms 1099-MISC will be issued; Individual Settlement Payments from the PAGA Fund will be allocated as One Hundred (100%) non-wages for which IRS Forms 1099-MISC will be issued.

65. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, PAGA Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to

1 this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes
2 and penalties to the appropriate government authorities.

3 66. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect
4 of the payments called for hereunder, and Plaintiffs, Participating Class Members, and PAGA Members
5 are not relying on any statement, representation, or calculation by Defendant or by the Settlement
6 Administrator in this regard.

7 67. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
8 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
9 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
10 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND
11 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
12 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR
13 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED
14 OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
15 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
16 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
17 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
18 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
19 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
20 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY
21 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO
22 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
23 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
24 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
25 ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER
26 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
27 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
28 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS

1 AGREEMENT.

2 68. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
3 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
4 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
5 action or right herein released and discharged.

6 69. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally
7 approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other
8 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null
9 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will
10 likewise be treated as void from the beginning.

11 70. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to
12 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval
13 Order for: (i) conditional certification of the Settlement Class for settlement purposes only, (ii)
14 preliminary approval of the proposed Settlement Agreement, (iii) setting a date for a Final Approval
15 Hearing. The Preliminary Approval Order will provide for the Class Notice Packet to be sent to all Class
16 Members. In conjunction with the Preliminary Approval hearing, Plaintiffs will submit this Settlement
17 Agreement, which sets forth the terms of this Settlement, and will include the proposed Class Notice
18 Packet, attached as Exhibit A. Class Counsel will be responsible for drafting all documents necessary to
19 obtain preliminary approval. Defendant is not precluded from submitting, but is not required to submit,
20 any documents it believes would aid the Court in granting preliminary approval.

21 71. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
22 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
23 Court's permission, a final fairness hearing will be conducted ("Final Approval Hearing") to determine
24 whether to grant final approval of the Settlement Agreement along with the amounts properly payable
25 for: (i) Attorneys' Fees and Costs; (ii) the Class Representative Enhancement Payments; (iii) Individual
26 Settlement Payments; (iv) the Labor and Workforce Development Agency Payment; (v) all Settlement
27 Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days
28 after the Response Deadline. Class Counsel will be responsible for drafting all documents necessary to

1 obtain final approval. Defendant is not precluded from submitting, but is not required to submit, any
2 documents it believes would aid the Court in granting final approval. Class Counsel will also be
3 responsible for drafting the attorneys' fees and costs application to be heard at the Final Approval
4 Hearing, which may be combined into a single motion with the motion that seeks final approval of the
5 Settlement Agreement.

6 72. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
7 Court or after the Final Approval Hearing, the Parties will present the proposed judgment to the Court for
8 its approval. After entry of the judgment, the Court will have continuing jurisdiction solely for purposes
9 of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement
10 administration matters, and (iii) such post-judgment matters as may be appropriate under court rules or as
11 set forth in this Settlement Agreement. A copy of the judgment will be posted to the Settlement
12 Administrator's website.

13 73. Release by Plaintiffs. Upon the Funding Date, in addition to the Released Class Claims
14 being released by all Participating Class Members, and the Released PAGA Claims being released by
15 the PAGA Members, Plaintiffs will release and forever discharge the Released Parties, to the fullest
16 extent permitted by law, of and from any and all claims, known and unknown, asserted and not asserted,
17 which Plaintiffs have or may have against the Released Parties as of the date of execution of this
18 Settlement Agreement. To the extent the foregoing release is a release to which Section 1542 of the
19 California Civil Code or similar provisions of other applicable law may apply, Plaintiffs expressly waive
20 any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California
21 Civil Code or similar provisions of applicable law which are as follows:

22 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
23 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
24 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
25 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
26 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
27 PARTY.

28 74. Class Counsel Acknowledgment. As of the date the Defendant fully funds the Gross

1 Settlement Amount, and except as otherwise provided by this Agreement and the Final Approval, Class
2 Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and
3 expenses against the Released Parties arising from or related to the Action.

4 75. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
5 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
6 herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

7 76. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
8 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
9 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section
10 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is
11 to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and
12 the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or
13 contradict the terms of this Settlement Agreement.

14 77. Amendment or Modification. No amendment, change, or modification to this Settlement
15 Agreement will be valid unless in writing and signed, either by the Parties or their counsel; after
16 preliminary approval has been granted to the Settlement Agreement, no amendment, change, or
17 modification to this Settlement Agreement will be valid unless it is in writing and signed, either by the
18 Parties or their counsel, and approved by the Court.

19 78. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
20 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
21 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
22 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
23 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each
24 other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to
25 reach agreement on the form or content of any document needed to implement the Settlement, or on any
26 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
27 may seek the assistance of the Court to resolve such disagreement.

28 79. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,

1 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

2 80. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
3 will be governed by and interpreted according to the laws of the State of California.

4 81. Execution and Counterparts. This Settlement Agreement is subject only to the execution
5 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
6 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned
7 copies of the signature page, will be deemed to be one and the same instrument.

8 82. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
9 Settlement Agreement is a fair, adequate and reasonable settlement of the Actions and have arrived at
10 this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
11 account all relevant factors, present and potential. The Parties further acknowledge that they are each
12 represented by competent counsel and that they have had an opportunity to consult with their counsel
13 regarding the fairness and reasonableness of this Settlement.

14 83. Invalidity of Any Provision. Before declaring any provision of this Settlement
15 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
16 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
17 valid and enforceable.

18 84. Right of Defendant to Reject Settlement. If the number of Class Members who timely
19 submit valid Requests for Exclusion exceeds five percent (5%) of the total number of Class Members,
20 Defendant, at its sole discretion, shall have the right but not the obligation to revoke the Settlement.
21 Defendant shall exercise its revocation rights, if at all, within ten calendar (10) days after Defendant
22 receives written notice of the number of Class Members who have timely opted out of the settlement by
23 providing written notice to Class Counsel. If Defendant exercises its revocation rights, the Parties will
24 have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross
25 Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except
26 that Settlement Administration Expenses as of the date that Defendant exercises the right to void the
27 Settlement pursuant to this Paragraph will be paid by Defendant.

28 85. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class

1 certification for purposes of this Settlement only; except, however, that Plaintiffs or Class Counsel may
2 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court,
3 and either party may appeal any court order that materially alters the Settlement Agreement's terms.

4 86. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
5 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not
6 approved, the stipulation to certification will be void. The Parties further agree that certification for
7 purposes of the Settlement is not an admission that class action certification is proper under the standards
8 applied to contested certification motions and that this Settlement Agreement will not be admissible in
9 this or any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendant
10 is liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.

11 87. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
12 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In
13 entering into this Settlement, Defendant does not admit, and specifically denies, that it violated any
14 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or
15 any other applicable laws, regulations or legal requirements; breached any contract; violated or breached
16 any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with
17 respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any
18 of the negotiations connected with it, will be construed as an admission or concession by Defendant of
19 any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to
20 enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be
21 offered or received as evidence in any action or proceeding to establish any liability or admission on the
22 part of Defendant or to establish the existence of any condition constituting a violation of, or a non-
23 compliance with, federal, state, local or other applicable law.

24 88. No Public Comment: The Parties and their counsel agree that they will not issue any
25 press releases, initiate any contact with the press, respond to any press inquiry, or have any
26 communication with the press about the fact, amount or terms of the Settlement.

27 89. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
28 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or

1 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

2 90. Enforcement Actions. In the event that one or more of the Parties institutes any legal
3 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
4 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
5 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
6 expert witness fees incurred in connection with any enforcement actions.

7 91. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
8 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
9 more strictly against one party than another merely by virtue of the fact that it may have been prepared
10 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
11 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

12 92. Representation By Counsel. The Parties acknowledge that they have been represented
13 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
14 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,
15 Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

16 93. All Terms Subject to Final Court Approval. All amounts and procedures described in
17 this Settlement Agreement herein will be subject to final Court approval.

18 94. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
19 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
20 Settlement Agreement.

21 95. Binding Agreement. The Parties warrant that they understand and have full authority to
22 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
23 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in
24 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
25 otherwise might apply under federal or state law.
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28

1 **READ CAREFULLY BEFORE SIGNING**

2 **PLAINTIFF**

3
4 Dated: 10/13/2022 _____

DocuSigned by:

Eugene Martinez

Eugene Martinez

6 **PLAINTIFF**

7
8 Dated: _____

Robert Williams

10 **PLAINTIFF**

11
12 Dated: _____

John Lilla

14 **DEFENDANT CASCADE DRILLING, L.P.**

15
16 Dated: _____

Please Print Name of Authorized Signatory

18 **APPROVED AS TO FORM**

20 **KELLER GROVER LLP**

21
22 Dated: _____

By: _____

Robert Spencer
Attorneys for Plaintiff Eugene Martinez, Robert
Williams, and John Lilla

24 **CAPSTONE LAW APC**

25
26 Dated: _____

By: _____

Raul Perez
Attorneys for Plaintiff Eugene Martinez, Robert
Williams, and John Lilla

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Eugene Martinez

PLAINTIFF

Dated: 10/11/2022

DocuSigned by:
ROBERT WILLIAMS

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Robert Williams

PLAINTIFF

Dated: _____

John Lilla

DEFENDANT CASCADE DRILLING, L.P.

Dated: _____

Please Print Name of Authorized Signatory

APPROVED AS TO FORM

KELLER GROVER LLP

Dated: _____

By: _____
Robert Spencer
Attorneys for Plaintiff Eugene Martinez, Robert
Williams, and John Lilla

CAPSTONE LAW APC

Dated: _____

By: _____
Raul Perez
Attorneys for Plaintiff Eugene Martinez, Robert
Williams, and John Lilla

1 **READ CAREFULLY BEFORE SIGNING**

2 **PLAINTIFF**

3
4 Dated: _____

Eugene Martinez

6 **PLAINTIFF**

7
8 Dated: _____

Robert Williams

10 **PLAINTIFF**

11
12 Dated: 10/13/2022 _____

John Lilla

John Lilla

14 **DEFENDANT CASCADE DRILLING, L.P.**

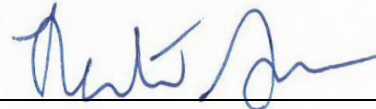
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16 Dated: _____

Please Print Name of Authorized Signatory

18 **APPROVED AS TO FORM**

20 **KELLER GROVER LLP**

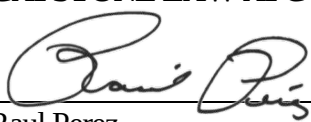
21 Dated: 10/13/2022 _____

22 By: 

Robert Spencer
Attorneys for Plaintiff Eugene Martinez, Robert
Williams, and John Lilla

24 **CAPSTONE LAW APC**

25
26 Dated: 10/13/2022 _____

27 By: 

Raul Perez
Attorneys for Plaintiff Eugene Martinez, Robert
Williams, and John Lilla

1 **READ CAREFULLY BEFORE SIGNING**

2 **PLAINTIFF**

3
4 Dated: _____

Eugene Martinez

6 **PLAINTIFF**

7
8 Dated: _____

Robert Williams

10 **PLAINTIFF**

11
12 Dated: _____

John Lilla

14 **DEFENDANT CASCADE DRILLING, L.P.**

15
16 Dated: 10/14/22


Ken Moses
Chief People Officer

18 **APPROVED AS TO FORM**

20 **KELLER GROVER LLP**

21
22 Dated: _____

By: _____
Robert Spencer
Attorneys for Plaintiff Eugene Martinez, Robert
Williams, and John Lilla

24 **CAPSTONE LAW APC**

25
26 Dated: _____

By: _____
Raul Perez
Attorneys for Plaintiff Eugene Martinez, Robert
Williams, and John Lilla

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LAWYERS FOR JUSTICE, P.C.

Dated: 10/13/2022

By: 
Edwin Aiwazian
Attorneys for Plaintiff Eugene Martinez, Robert
Williams, and John Lilla

KONING ZOLLAR LLP

Dated: _____

By: _____
Blake Zollar
Shaun Paisley
Neal Gibeault
Attorneys for Defendant Cascade Drilling, L.P.

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LAWYERS FOR JUSTICE, P.C.

Dated: _____

By: _____
Edwin Aiwazian
Attorneys for Plaintiff Eugene Martinez, Robert
Williams, and John Lilla

KONING ZOLLAR LLP

Dated: 10/14/2022

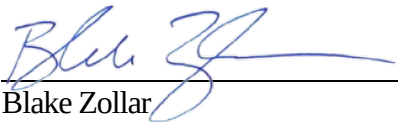
By:  _____
Blake Zollar
Shaun Paisley
Neal Gibeault
Attorneys for Defendant Cascade Drilling, L.P.

EXHIBIT A

Cascade Drilling Wage and Hour Cases, No. JCCP5215
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF ALAMEDA
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

A California Court authorized this Notice. This is not a solicitation from a lawyer.

To: All persons who worked for Defendant Cascade Drilling, L.P. (“Defendant”) as non-exempt, hourly employees in California at any time from September 6, 2016 through June 30, 2022 (“Class Members”).

All persons who worked for Defendant as non-exempt, hourly employees in California at any time from February 4, 2020 through June 30, 2022 (“PAGA Members”).

On _____, the Honorable Stephen D. Kaus of the Alameda County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the Class Settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the Net Settlement Fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at __:00 __m. on _____, 2022 in Department 19 of the Alameda County Superior Court located at 1221 Oak Street, Oakland, California 94612.

Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

Summary of the Litigation

Plaintiffs Eugene Martinez, Robert Williams, and John Lilla, individually and on behalf of other current and former non-exempt employees, allege that Defendant violated California state labor laws as a result of its alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) provide employees with accurate, itemized wage statements, and (5) failure to reimburse business expenses.

On May 20, 2022, the parties participated in a mediation with Jill R. Sperber, Esq., a neutral, experienced, and well-respected class action mediator. After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. With Ms. Sperber’s guidance, the parties were able to negotiate a complete settlement of Plaintiffs’ claims.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, Keller Grover LLP, Capstone Law APC, and Lawyers for Justice, P.C. (collectively, “Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny the factual and legal allegations in the case, and believes that it has valid defenses to Plaintiffs’ claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or

claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiffs.

Summary of The Proposed Settlement Terms

Plaintiffs and Defendant have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$1,600,000, which includes \$1,468,000 in new money in addition to the sum of \$132,000 it previously paid to certain employees that previously released their claims. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) Class Representative Enhancement Payments of \$10,000, each, to Eugene Martinez, Robert Williams, and John Lilla for their services on behalf of the class, and for a release of all claims arising out of their employment with Defendant; (3) \$533,333 in attorneys' fees and up to \$25,000 in litigation costs and expenses; (4) a \$100,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), inclusive of a \$75,000 payment to the California Labor and Workforce Development Agency ("LWDA") in connection with the PAGA, and a \$25,000 payment ("PAGA Fund") to all PAGA Members; and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$20,000. After deducting the above payments, a total of approximately \$_____ will be allocated to Class Members who do not opt out of the Settlement Class ("Net Settlement Fund"). Additionally, all PAGA Members will receive a proportional share of the \$25,000 PAGA Fund, regardless whether they opt out of the Settlement Class.

Payments from Net Settlement Fund. Defendant will calculate the total number of Qualifying Workweeks worked by each Class Member from September 6, 2016 through June 30, 2022 ("Class Period") and the aggregate total number of Qualifying Workweeks worked by all Class Members during the Class Period. All Class Members will be credited with at least one Qualifying Workweek during the Class Period. To determine each Class Member's estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Qualifying Workweeks, resulting in the "Workweek Value." Each Class Member's share of the Net Settlement Fund will be calculated by multiplying each individual Class Member's total number of Qualifying Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Fund according to the number of Qualifying Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

Certain Class Members previously signed individual settlement agreements with Defendant. The workweeks covered by these settlement agreements are referred to as "Pick Up Stix Workweeks." Qualifying Workweeks refers to weeks worked in California during the Class Period, exclusive of "Pick Up Stix Workweeks." However, all Class Members, including those that previously signed releases, will be credited with at least one Qualifying Workweek.

According to Defendant's records, you worked in California during the Class Period in a non-exempt position for a total of _____ Qualifying Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$_____.

Payments from PAGA Fund. Defendant will calculate the total number of Workweeks worked by each PAGA Member from February 4, 2020 through June 30, 2022 ("PAGA Period") and the aggregate total number of Workweeks worked by all PAGA Members during the PAGA Period. Each PAGA Member will be credited with at least one Qualifying Workweek during the PAGA period. To determine each PAGA Member's estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Qualifying Workweeks, resulting in the "PAGA Workweek Value." Each PAGA Member's share of the PAGA Fund will be calculated by multiplying each individual Participating PAGA Member's total number of Qualifying Workweeks by the PAGA Workweek Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive their portion of the PAGA Fund even if he or she submits a valid Request for Exclusion.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

According to Defendant's records, you worked in California during the PAGA Period in a non-exempt position for a total of ____ Qualifying Workweeks. Accordingly, your estimated payment from the PAGA Fund is approximately \$_____.

Your Estimated Payment: Based on the above, your estimated payment from the settlement is approximately \$_____. If you believe the Workweek information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator

c/o _____

Fax No. _____

Email: _____

If you dispute the information stated above, Defendant's records will control unless you are able to provide documentation that establishes otherwise.

Timing of Payment. As described below, the Court will hold a hearing on _____ to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. If there are appeals, it is uncertain whether they will be resolved and when. Resolving appeals can take time, often more than a year. You can check on the progress of the case by contacting the Settlement Administrator. *Please be patient.*

Taxes on Settlement Payments. Participating Class Members' Individual Settlement Payments from the Net Settlement Fund will be allocated as 25% wages for which IRS Form W-2 will be issued and 75% as non-wages for which IRS Form 1099 will be issued (if required). PAGA Members' Individual Settlement Payments from the PAGA Fund will be allocated as 100% non-wages for which IRS Form 1099 will issue (if required). Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

Fee and Cost Award for Class Counsel. Class Counsel filed the Litigation on behalf of Plaintiffs and all other similarly situated individuals. Class Counsel engaged in motion practice, conducted discovery, and negotiated the settlement of this matter. Class Counsel will request attorneys' fees in the amount of up to **\$533,333**, which represents one third of the Gross Settlement Amount. Class Counsel will also request reimbursement of reasonable and actual litigation costs and expenses incurred in prosecuting this Litigation, not to exceed **\$25,000**. The Court will not determine the amount of fees and costs until the Final Approval Hearing. If any portion of the amounts requested for attorneys' fees and costs are not awarded by the Court, that portion will be included in the Net Settlement Amount for distribution to Participating Class Members. These attorneys' fees and costs shall compensate Class Counsel for the work they have performed and the expenses they have incurred in this Litigation. Class Members are not personally responsible for any of Class Counsel's attorneys' fees and costs.

Service Awards to the Class Representatives. Class Counsel will also seek an enhanced recovery of no more than \$10,000.00 for each of the Plaintiffs (Eugene Martinez, Robert Williams, and John Lilla) ("Enhancement Payments") for acting as representative plaintiffs on behalf of the Class. This will be in addition to whatever payment they are otherwise entitled to as a Class Member. If approved by the Court, this amount will be paid from the settlement fund for their risk and service on behalf of the Class, which included, among other things, reviewing documents, providing written statements, participating in meetings with Class Counsel, and performing other services of that nature, as well as their general release of all claims against Defendant.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically be issued payment of your share of the Net Settlement Fund from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the Net Settlement Funds and be deemed to have released or waived the Released Class Claims. If you are a PAGA Member, you will be mailed a check for your share of the PAGA Settlement Amount and deemed to have released or waived the Released PAGA Claims:

Released Class Claims: All claims, rights, demands, liabilities, and causes of action, reasonably arising from, or related to, the same set of operative facts as those set forth in the operative complaint during the Class Period, including: (i) all claims for unpaid overtime; (ii) all claims for meal and rest break violations; (iii) all claims for unpaid minimum wages; (iv) all claims for the failure to timely pay wages upon termination based on the preceding claims; (v) all claims for the failure to timely pay wages during employment based on the preceding claims; (vi) all claims for wage statement violations based on the preceding claims; (vii) all claims for unreimbursed business expenses, (viii) all claims asserted through California Business & Professions Code §§ 17200, *et seq.*, and ix) and all claims under the Fair Labor Standards Act (“FLSA”) based on the alleged state law violations referenced in (i) through (viii) above.

Released PAGA Claims: All claims for civil penalties under California Labor Code §§ 2698, *et seq.*, that were brought or could reasonably have been brought based on the facts alleged in Plaintiffs’ LWDA letter during the PAGA Period, including but not limited to claims based on alleged violations of Labor Code §§ 201, 202, 203, 204b, 226(a), 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, and 1199.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the Class Settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the Class Settlement, and desire to be excluded from the Class Settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent or email, to the address below.

Settlement Administrator

c/o _____

Email:

The Request for Exclusion must be postmarked, emailed, or faxed not later than _____, 2022. If you submit a Request for Exclusion which is not postmarked, emailed, or faxed by _____, 2022, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Fund.
- Not release the Released Class Claims.
- If you are a PAGA Member, you will still release the Released PAGA Claims, and will receive a payment from the PAGA Fund.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Fairness Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

All written objections must be received by the administrator by not later than _____ 2022. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Alameda, Department 19, and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. Whether or not the Court overrules your objection, you are deemed bound to the Settlement and to have released the Released Class Claims, and (if you are a PAGA Member) the Released PAGA Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

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PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******