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9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF ALAMEDA**

12 **CASCADE DRILLING WAGE AND**
13 **HOURLY CASES**

14 List of Actions:

15 *Martinez, et al. v. Cascade Drilling LP,*
16 Alameda Case No. RG21090743

17 *Lilla v. Cascade Drilling, LP, Contra Costa*
18 Case No. C211568

Case No. RG1090743

CLASS ACTION

Hon. Stephen Kaus

**DECLARATION OF ERIC SPRINGER
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

Date: June 26, 2026

Time: 3:00 p.m.

Department: 19

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1 The toll-free telephone number included in the Class Notice was 1-833-244-7350.

2 **NOTIFICATION TO THE CLASS**

3 5. On January 31, 2023, Simpluris received the Court-approved Notice from Plaintiffs’
4 Counsel. The Notice advised Class Members of their right to opt out from the Settlement, object to
5 the Settlement, or do nothing, and the implications of each such action. The Notice advised Class
6 Members of applicable deadlines and other events, including the Final Approval Hearing, and how
7 Class Members could obtain additional information. A true and correct copy of an exemplar Notice
8 is attached hereto as “**Exhibit A**”.

9 6. On February 3, 2023, Counsel for Defendant provided Simpluris with a mailing list
10 containing the name, last known address, Social Security Number, and pertinent employment
11 information during the Class Period and PAGA Period for the Class Members and PAGA Members.
12 The Class and PAGA Members List contained data for 685 unique Class Members. (All PAGA
13 Members met the definition of Class Member.)

14 7. The mailing addresses contained in the Class List were processed and updated
15 utilizing the National Change of Address Database (“NCOA”) maintained by the U.S. Postal
16 Service. The NCOA contains changes of address filed with the U.S. Postal Service. In the event
17 that any individual had filed a U.S. Postal Service change of address request, the address listed with
18 the NCOA was utilized in connection with the mailing of the Notice Packets.

19 8. On March 20, 2023, after updating the mailing addresses through the NCOA, Notices
20 were mailed via First Class Mail to the 685 Class Members and PAGA Members contained in the
21 Class and PAGA Members List.

22 9. After the initial notice mailing, one individual contacted Simpluris to request
23 inclusion in the Settlement Class. Information regarding the self-identifying Class Members was
24 forwarded to Defense Counsel for research to determine if she should be included in the Settlement
25 Class. It was determined she did not qualify for inclusion into the class under the terms of the class
26 definition outlined in the Agreement.

27 10. As of this date, one Class Member disputed the number of Qualifying Workweeks
28 from Defendant’s records that was pre-printed on his Notice. Simpluris worked with the Defendant

1 to resolve the dispute and Simpluris has informed the Class Member that the dispute was not valid.
2 Simpluris has received no objections or complaints concerning the determination.

3 11. As of this date, 63 Notices were returned by the post office. For those without a
4 forwarding address, Simpluris performed an advanced address search (i.e., skip trace) on all of these
5 addresses by using Accurint, a reputable research tool owned by Lexis-Nexis. Simpluris used the Class
6 Member's name, previous address and Social Security number to locate a more current address. Thirty-
7 two Notices were re-mailed to either a newfound address, with forwarding addresses provided by the
8 United States Postal Service or at the request of the Class Member. Ultimately, after additional
9 searches, 31 out of 685 Notices were undeliverable because Simpluris was unable to find a better
10 address; a 95% mailing success rate.

11 **EXCLUSIONS AND OBJECTIONS**

12 12. As of this date, Simpluris has received one request for exclusion from the Settlement
13 from Daniel Lyndon Moore.

14 13. As of this date, Simpluris has not received any objections.

15 **BREAKDOWN OF SETTLEMENT FUND**

16 14. As of this date, there are 684 Participating Class Members who will be paid their
17 portion of the Net Settlement Amount, estimated to be \$769,667. The estimated Net Settlement
18 Amount available to pay Participating Class Members was determined as follows:

19	Gross Settlement Fund:	\$1,600,000
20	Less Attorneys' Fees	-\$ 533,333
21	Less Litigation Costs	-\$ 25,000
22	Less Settlement Administration	-\$ 10,000
23	Less Plaintiff Service Awards	-\$ 30,000
24	Less PAGA Penalties to LWDA	-\$ 75,000
25	Less PAGA Penalties to PAGA Members	-\$25,000
26	<u>Less Pick Up Stix Payments</u>	<u>-\$ 132,000</u>
27	NET SETTLEMENT FUND	\$ 769,667
28		

1 As of this date, the *highest* Settlement Share to be paid is approximately \$8,172, the *lowest*
2 Settlement Share is approximately \$27.98, and the *average* Settlement Share to be paid is
3 approximately \$1,125.24.

4 **ADMINISTRATION COSTS**

5 15. Simpluris' total costs for services in connection with the administration of this
6 Settlement, including fees incurred and anticipated future costs for completion of the administration,
7 are \$10,000.00. Simpluris' work in connection with this matter will continue with the calculation of
8 the Settlement checks, issuance and mailing of those Settlement checks, etc., and to do the necessary
9 tax reporting on such payments.

10 I declare under penalty of perjury under the laws of the State of California that the above is
11 true and correct and that this Declaration was executed this 26th day of May, 2023, in Melbourne,
12 Florida.

13 

14 Eric Springer

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.

«IMb1ullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»
«Address1» «Address2»
«City», «State» «Zip»

SIMID «SIMID»
«Barcode»

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 February 17, 2023, 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 3:00 p.m. on June 26, 2023, 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 <https://www.simpluris.com/case-search/> 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 \$759,667 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 «MERGED_Class_WW_CALC» Qualifying Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$«MERGED_Class_EstSettAmnt_CALC».

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.

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

Your Estimated Payment: Based on the above, your estimated payment from the settlement is approximately \$«MERGED_Total_EstSettAmnt_CALC». 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 May 4, 2023 and must be sent to:

Cascade Drilling Wage and Hour Cases
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799
Fax: (714) 824-8591
Email: CaseSupport@Simpluris.com
Telephone: (833) 244-7350

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 June 26, 2023, at 3:00 p.m. 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 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.

Cascade Drilling Wage and Hour Cases
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799
Fax: (714) 824-8591
Email: CaseSupport@Simpluris.com
Telephone : (833) 244-7350

The Request for Exclusion must be postmarked, emailed, or faxed not later than May 4, 2023. If you submit a Request for Exclusion which is not postmarked, emailed, or faxed by May 4, 2023, 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.

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 *Cascade Drilling Wage and Hour Cases* c/o Settlement Administrator, P.O. Box 26170, Santa Ana, CA 92799.

All written objections must be received by the administrator by not later than May 4, 2023. 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 June 26, 2023, at 3:00 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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Defendant is represented by the following counsel:

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Neal Gibeault
Koning Zollar LLP
169 Saxony Road, Suite 115
Encinitas, CA 92024
Phone: (858)-252-3234

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

PROOF OF SERVICE

I, JOEY GONZALEZ, am employed in the County of San Francisco, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1965 Market Street, San Francisco, California 94103. On **June 1, 2023**, in the case of *Cascade Drilling Wage and Hour Cases*, Alameda County Superior Court, case number RG21090743, I served the foregoing document(s):

DECLARATION OF ERIC SPRINGER REGARDING NOTICE AND SETTLEMENT ADMINISTRATION

on the interested party(ies) below, using the following means:

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☒	(BY ELECTRONIC SERVICE) by electronically mailing a true and correct copy in PDF format through our electronic mail system to the email address(es) set forth above, or as stated on the attached service list per agreement between the parties.
☒	(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.


JOEY GONZALEZ