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

**CASCADE DRILLING WAGE AND
HOUR CASES**

List of Actions:

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

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

Case No: RG21090743

ASSIGNED FOR ALL PURPOSES TO
JUDGE STEPHEN KAUS, DEPARTMENT 19

**[PROPOSED] ORDER GRANTING
MOTIONS FOR FINAL APPROVAL AND
AWARD OF REASONABLE
ATTORNEYS' FEES AND COSTS, CLASS
REPRESENTATIVE ENHANCEMENTS,
AND SETTLEMENT ADMINISTRATION
FEES; JUDGMENT**

Date: June 26, 2023
Time: 3:00 p.m.
Dept. 19
Judge: The Hon. Stephen Kaus

**Reservation No: A21090743-001
Reservation No: A21090743-002**

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These matters having come before the Court on June 26, 2023, for final approval of the parties' Stipulation of Class Action and Private Attorney General Act Settlement and Release ("Stipulation") entered into by Plaintiffs Eugene Martinez, Robert Williams, and Jonathan Lilla ("Plaintiffs" or "Class Representatives") and Defendant Cascade Drilling, L.P. ("Cascade" or "Defendant"), due and adequate notice having been given to the Class Members as required by the March 3, 2023 order granting the motion for preliminary approval ("Preliminary Approval Order"), and the Court, having considered all the papers filed and proceedings herein, having received no objections to the settlement, having determined that the settlement is fair, adequate and reasonable, and otherwise being fully informed, **IT IS HEREBY ORDERED:**

1. All capitalized terms used herein shall have the same meanings as given them in the Stipulation, which is attached as **Exhibit 1** to the Declaration of Eric A. Grover filed on June 1, 2023, and incorporated herein by reference.

2. The Court has jurisdiction over the subject matter of this proceeding and over all Parties to this proceeding, including all Settlement Class Members.

3. The Court hereby certifies the following class for settlement purposes only: "All persons who worked for Defendant as non-exempt, hourly employees in California at any time from September 6, 2016 through June 30, 2022." The Class Period is September 6, 2016 through June 30, 2022, inclusive.

4. The "PAGA Members" are "all persons who worked for Defendant as non-exempt, hourly employees in California at any time from February 4, 2020 through June 30, 2022." The PAGA Period is from February 4, 2020 through June 30, 2022, inclusive.

5. The "Pick Up Stix Settlement Group" is defined as "those Participating Class Members who signed a release of claims asserted in" the Actions.

6. "Participating Class Members" are those Settlement Class Members who do not opt out of the settlement.

7. Distribution of notice of the settlement directed to the Class Members as set forth in the Stipulation has been completed in conformity with the Preliminary Approval Order. The class notice program set forth in the Stipulation and completed in conformity with the

1 Preliminary Approval Order provided due and adequate notice of the nature of the case, the
2 proposed settlement, and the other matters set forth in the Preliminary Approval Order. The
3 notice program provided adequate and appropriate notice to persons entitled to notice of the
4 settlement and therefore fully satisfied the requirements of due process. One Class Member,
5 Daniel Lyndon Moore, submitted a request for exclusion. Accordingly, all Class Members
6 except Mr. Moore are Participating Class Members covered by and included within the
7 settlement and within this Order granting final approval and judgment (the “Final Approval
8 Order and Judgment”).

9 8. No Class Member has objected to the settlement or the proposed award of
10 attorneys’ fees, costs, or the Class Representative enhancements, and based on the record as a
11 whole, the Court hereby affirms the findings in the Preliminary Approval Order and finds that
12 the settlement is, in all respects, fair, adequate, and reasonable, and directs the parties to
13 effectuate the settlement according to the terms set forth in the Stipulation and this Final
14 Approval Order and Judgment. The Court finds that the settlement has been reached as a result
15 of intensive, serious, and non-collusive arm’s-length negotiations. In granting final approval of
16 the Stipulation, the Court has considered the nature of the claims, the amounts and kinds of
17 benefits paid in settlement, the allocation of settlement proceeds among the Participating Class
18 Members, and the fact that a settlement represents a compromise of the Parties’ respective
19 positions rather than the result of a finding of liability at trial. Additionally, the Court finds that
20 the terms of the Stipulation have no obvious deficiencies and do not improperly grant
21 preferential treatment to any individual Class Member.

22 9. Pursuant to the Stipulation, Plaintiffs and all Participating Class Members
23 release all Released Class Claims against the Released Parties.

24 10. Plaintiffs release all claims against the Released Parties as provided in the
25 Stipulation.

26 11. As noted, the Court finds the terms of the settlement to be fair, reasonable, and
27 adequate. Within 10 business days of the Effective Date, Defendant shall deposit with
28 Simpluris, Inc. (“Simpluris”) the sum of \$1,480,500, which is the new money portion of the

1 Gross Settlement Amount, corrected from the amount referenced in paragraph 12 of the
2 Stipulation by agreement of the Parties, plus the employer's share of the payroll taxes related to
3 that payment. Simpluris shall disburse the settlement funds represented by the payment in
4 accordance with this Final Approval Order and Judgment and the terms of the Stipulation.

5 12. The Court hereby confirms Keller Grover LLP, Capstone Law APC, Lawyers for
6 Justice, P.C. as Class Counsel.

7 13. Pursuant to the terms of the Stipulation and the authorities, evidence, and
8 argument set forth in Class Counsel's application, an award of attorneys' fees of \$533,333 as
9 final payment for and complete satisfaction of any and all attorneys' fees owed to Class
10 Counsel is hereby granted. The Court finds that Class Counsel's request falls within the range
11 of reasonableness and that the result achieved justifies the award. The payment of fees to Class
12 Counsel shall be made in accordance with the terms of the Stipulation.

13 14. Pursuant to the terms of the Stipulation and the authorities, evidence, and
14 argument set forth in Class Counsel's application, an award of costs of \$13,815.16 as payment
15 for litigation costs incurred by Class Counsel is hereby granted. The payment of costs to Class
16 Counsel shall be made in accordance with the terms of the Stipulation.

17 15. The Court hereby confirms its prior approval of Plaintiffs Eugene Martinez,
18 Robert Williams and Jonathan Lilla as the Class Representatives and orders payment in the
19 amount of \$10,000 to each Class Representative for their service as the class representatives
20 and in exchange for their general releases. The payment of the Class Representative
21 Enhancement Payments shall be made in accordance with the terms of the Stipulation.

22 16. The Court approves the payment of \$10,000 to Simpluris for settlement
23 administration services in this matter.

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1 17. The Court approves the payment of the entire Net Settlement Fund to
2 Participating Class Members in accordance with the terms of the Stipulation.

3 18. The Court approves the payment of the portion of the PAGA Settlement Amount
4 allocated to the PAGA Members in accordance with the terms of the Stipulation. Pursuant to
5 the Stipulation, Plaintiffs and all PAGA Members release all Released PAGA Claims against
6 the Released Parties.

7 19. The Court sets a compliance hearing to confirm full administration of the
8 settlement in accordance with the Stipulation and the terms of this Final Approval Order and
9 Judgment. The compliance hearing is set for January 8, 2024 at 3:00 p.m. in Department 19.
10 The Court shall approve the distribution of any residual funds at the time of the compliance
11 hearing. Class Counsel shall submit a compliance report five court days prior to the compliance
12 hearing.

13 20. If this settlement does not become final and effective in accordance with the
14 terms of the Stipulation, this Final Approval Order and Judgment and all orders entered in
15 connection herewith, shall be vacated and shall have no further force or effect.

16 21. Neither the Final Approval Order nor the Judgment in paragraph 21 below nor
17 the Stipulation is, may be construed as, or may be used as, an admission or concession by or
18 against the Defendant, or any of the other Released Parties (as defined in the Stipulation) of the
19 validity of any claim or any actual or potential fault, wrongdoing or liability. Notwithstanding
20 any restrictions, Defendant may file in the Actions or in any other proceeding this Final
21 Approval Order and Judgment, the Stipulation, or any other papers and records on file in the
22 Actions as evidence of the settlement to support a defense of res judicata, collateral estoppel,
23 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
24 Claims, Released PAGA Claims, and/or release of claims by Plaintiffs.

25 22. Pursuant to Rule 3.769(h), California Rules of Court, the Court hereby enters
26 Judgment in this action; provided, however, that without affecting the finality of the settlement
27 or the Judgment entered herein, this Court shall retain exclusive and continuing jurisdiction
28 over the Action and the Parties, including all Settlement Class Members, for purposes of

enforcing and interpreting the Final Approval Order, the Stipulation, and the settlement funding and claims distribution process established therein.

IT IS SO ORDERED.

Dated: _____, 2023

HON STEPHEN KAUS
JUDGE OF THE SUPERIOR COURT

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):

[PROPOSED] ORDER GRANTING MOTIONS FOR FINAL APPROVAL AND AWARD OF REASONABLE ATTORNEYS' FEES AND COSTS, CLASS REPRESENTATIVE ENHANCEMENTS, AND SETTLEMENT ADMINISTRATION FEES; JUDGMENT

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