

FILED
Superior Court of California,
County of Kern
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

MARTIN AGUILAR, on behalf of himself and
all other current and former aggrieved
California-based hourly non-exempt
employees,

Plaintiff,

vs.

ENSIGN UNITED STATES DRILLING
(CALIFORNIA) INC.; ENSIGN UNITED
STATES DRILLING INC.; and DOES 1 to 75,
inclusive,

Defendants.

Case No.: BCV-22-101531-BCB

CLASS AND PAGA ACTION

*[Assigned for all Purposes to the Hon. Bernard
C. Barmann, Jr.; Division H]*

**~~REVISED PROPOSED~~ JUDGMENT AND
ORDER GRANTING PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

*[Filed concurrently with Plaintiffs' Notice of
Motion and Updated Motion for Final Approval
of Class Action Settlement and Motion for Award
of Attorneys' Fees and Costs; and the Further
Declaration of Eric J. Naessig in Support]*

Hearing Information:

Date: November 12, 2025

Time: 8:30 a.m.

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1 The above captioned action is a putative class action and representative lawsuit brought by
2 Plaintiff MARTIN AGUILAR (“Plaintiff Aguilar”) and Plaintiff JUSTIN RIDGWAY (“Plaintiff
3 Ridgway”) (collectively, “Plaintiffs”) against Defendant ENSIGN UNITED STATES DRILLING
4 (CALIFORNIA) INC. (“Defendant”). In the lawsuit, Plaintiffs allege that all non-exempt hourly
5 employees who work or worked for Defendant in California from June 19, 2020, through February
6 21, 2025, Defendant failed to pay minimum wage and overtime for all hours worked; failed to provide
7 legally compliant meal and rest periods; failed to timely pay wages; failed to provide legally
8 compliant wage statements; failed to provide accrued and vested vacation wages; failed to timely pay
9 unpaid wages following separation of employment; and that these actions violated the Labor Code
10 and Business and Professions Code and gave rise to additional civil penalties pursuant to the Private
11 Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*, (“PAGA”).

12 Defendant denies all alleged wrongdoing, denies any liability to the Plaintiffs, to members of
13 the putative class, and to allegedly aggrieved employees, and denies that Plaintiffs’ claims are
14 appropriate for class or representative treatment.

15 On February 21, 2025, this Court entered an order granting preliminary approval of the class
16 action settlement, resulting in preliminary certification of the following class for settlement purposes
17 only: all non-exempt hourly employees who work or worked for Defendant in California from June
18 19, 2020, through February 21, 2025.

19 The Court further directed the Plaintiffs to provide notice to the class, which informed absent
20 class members about information about the settlement, including: (a) the proposed settlement, and the
21 settlement’s key terms; (b) the date, time and location of the Final Approval Hearing; (c) the right of
22 any Class Member to object to the proposed settlement, and an explanation of the procedures to
23 exercise that right; (d) the right of any class member to exclude themselves from the proposed
24 settlement, and an explanation of the procedures to exercise that right; and (e) an explanation of the
25 procedures for class members to participate in the proposed settlement.

26 The Court, upon notice having been given as required in the preliminary approval order, and
27 having considered the proposed settlement agreement as well as all papers filed, hereby **ORDERS**
28 **AND ENTERS JUDGMENT AS FOLLOWS:**

1 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
2 including all members of the settlement class.

3 2. The Court finds that the class is properly certified as a class for settlement purposes
4 only.

5 3. The notice provided to the class members conforms with the requirements of
6 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules
7 of Court 3.766 and 3.769, the California and United States Constitutions, the Court's order granting
8 preliminary approval, and any other applicable law, and constitutes the best notice practicable under
9 the circumstances, by providing individual notice to all class members who could be identified
10 through reasonable effort, and by providing due and adequate notice of the proceedings and of the
11 matters set forth therein to the other class members. The notice was adequate, fully satisfied the
12 requirements of due process, and was the best notice practicable under the circumstances.

13 4. The Court finds the settlement was entered into in good faith, that the settlement is
14 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
15 requirements for final approval of this class action settlement under California law, including the
16 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
17 3.769.

18 5. The Settlement Agreement is not an admission by Defendant, or by any other released
19 party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
20 by Defendant or any other released party. Neither this Order and Judgment, the Settlement
21 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement
22 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
23 concession, or liability whatsoever by or against Defendant or any of the other released parties.

24 6. No Class Members have objected to the terms of the Settlement.

25 7. No Class Members have requested to be excluded from the Settlement.

26 8. Defendant shall fund the gross settlement amount of One Million Nine Hundred
27 Ninety One Thousand Seven Hundred Twenty Dollars and Seventy Seven Cents (\$1,991,720.77),
28

1 plus the amount necessary to pay Defendant's share of payroll taxes, all within 14 days after the
2 Effective Date as defined in the Settlement Agreement.

3 8. The Administrator shall mail checks for all Individual Class Payments, all Individual
4 PAGA Payments, the LWDA PAGA Payment, the Administration Expense Payment, the Class
5 Counsel Fees Payment, the Class Counsel Litigation Expense Payment, and the Class Representative
6 Service Payments within 14 days after Defendant funds the Gross Settlement Amount.

7 9. In addition to any recovery that Plaintiffs may receive under the Settlement, and in
8 recognition of Plaintiffs' efforts on behalf of the settlement class, the Court hereby approves the
9 payment of an incentive award to each Plaintiff in the amount of \$5,000.00, payable from the gross
10 settlement amount pursuant to the terms of the Settlement Agreement.

11 10. The Court approves the payment of attorneys' fees to Class Counsel in the sum of
12 \$663,906.92, and the reimbursement of litigation expenses in the sum of \$19,256.49, both payable
13 from the gross settlement amount and pursuant to the terms of the settlement agreement. Both are
14 reasonable amounts. The reasonableness of the fee award is determined based on a reasonable
15 percentage of a common fund obtained for the class. The court also has considered the lodestar
16 amount. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the
17 actual benefit obtained for the class.

18 11. The Court approves the payment of \$75,000.00 to civil penalties pursuant to the
19 Private Attorneys General Act of 2004, payable from the gross settlement amount. Seventy-five
20 percent of this amount, \$56,250.00, will be paid to the Labor Workforce Development Agency and
21 twenty-five percent, \$18,750.00, will be paid to the Aggrieved Employees as defined in and pursuant
22 to the terms of the Settlement Agreement.

23 12. The Court approves and orders payment in the amount of \$12,500.00 to Simpluris,
24 Inc. for performance of settlement administration services pursuant to the terms of the settlement
25 agreement. This amount will be payable from the gross settlement amount and pursuant to the terms
26 of the Settlement Agreement.

27 13. The Court approves and orders funding of the settlement in compliance with the terms
28 of the settlement agreement, including the payment and disbursement schedule.

1 14. Participating Class Members and Aggrieved Employees will have one hundred eighty
2 (180) calendar days from the date of issuance of the check to cash or otherwise deposit their check.
3 For any check not cashed after 180 calendar days, within 10 calendar days following the check void
4 date, the Settlement Administrator shall cancel the check and remit the funds to Court Appointed
5 Special Advocates of Kern County. The Settlement Administrator shall inform the Parties regarding
6 the status of any uncashed checks at the conclusion of the 180 calendar day check cashing period,
7 including the amount at issue.

8 15. Pursuant to California Rule of Court 3.769(g), the Court grants final approval of the
9 Settlement Agreement and declares the Settlement Agreement binding on Plaintiffs, all Class
10 Members who have not opted out, and all Aggrieved Employees, all of whom will release the
11 Released Parties (defined below) from the released claims as set forth by the approved Settlement
12 Agreement.

13 16. The Release Parties include Defendant and all its present, former, and future parent
14 companies, subsidiaries, divisions, joint venturers, affiliated companies, corporations and
15 partnerships, related or affiliated companies, shareholders, officers, directors, owners, members,
16 managers, partners, customers, employees, agents, attorneys, insurers, successors and assigns, and
17 any individual or entity which could be liable for any of the Released Claims.

18 17. All Participating Class Members, on behalf of themselves and their respective former
19 and present representatives, agents, attorneys, heirs, dependents, administrators, devisees, legatees,
20 executors, trustees, conservators, guardians, personal representatives, successors, and assigns,
21 whether individual, class representative, legal, equitable, direct or indirect, or any other type of any
22 capacity, shall and do hereby forever release, discharge, and agree to hold harmless the Released
23 Parties from all claims during the Class Period that were alleged, or reasonably could have been
24 alleged, based on the Class Period facts stated in the Operative Complaint, and ascertained in the
25 course of the Action including any and all claims for: (1) failure to pay minimum wages (including,
26 but not limited to, due to alleged off-the-clock work, rounding, travel, improper calculation of wages,
27 and otherwise underpaid wages), (2) failure to pay overtime wages (including, but not limited to, due
28 to alleged off-the-clock work, rounding, travel, and otherwise underpaid wages), (3) failure to

1 authorize or permit meal periods and/or pay meal premiums at the regular rate of pay (including, but
2 not limited to, alleged non-compliant first and second meal breaks, remaining on premises or on-duty
3 during meal periods, off-the-clock work, rounding, traveling to designated areas during breaks), (4)
4 failure to authorize or permit rest periods and/or failure to pay rest period premiums at the regular
5 rate of pay (alleged non-compliant rest breaks, insufficient or interrupted rest breaks, remaining on
6 premises or on-duty during rest breaks, off-the-clock work, rounding, traveling to designated areas
7 during breaks), (5) failure to timely pay earned wages during employment, (6) failure to provide
8 accurate wage statements and maintain required records, (7) failure to pay accrued and vested
9 vacation wages upon termination, and (8) failure to pay final wages upon separation of employment
10 (“Released Class Claims”). To the extent based on facts alleged on the Operative Complaint or the
11 PAGA Letter, the Released Class Claims encompass, but are not limited to, all claims pursuant to
12 IWC Wage Order (including Wage Order 16-2001), and Labor Code §§ 201, 202, 203, 204, 210,
13 218.5, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and
14 Business and Professions Code section 17200, et seq. Except as set forth in Section 5.2 of this
15 Agreement, Participating Class Members do not release any other claims, including claims for vested
16 benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment
17 insurance, disability, social security, workers’ compensation, or claims based on facts occurring
18 outside the Class Period.

19 18. All Aggrieved Employees are deemed to release, on behalf of themselves and their
20 respective former and present representatives, agents, attorneys, heirs, administrators, successors, and
21 assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably
22 could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the
23 PAGA Notice, rights, demands, liabilities, and causes of action for civil penalties under PAGA, that
24 Aggrieved Employees have had, no have, or may have in the future against Released Parties based
25 on any acts or omissions occurring during the PAGA Period and based on the PAGA Period facts
26 pleaded in the Operative Complaint or the PAGA Notice, including, but not limited to all claims for
27 PAGA penalties pursuant to Wage Order 16-2001 and Labor Code §§ 201, 202, 203, 204, 210, 226,
28 226.3, 226.7, 266, 227.3, 510, 512, 558, 1194, 1197, 1197.1, and 1198. Any Aggrieved Employees

1 who submit a valid and timely Request for Exclusion are still entitled to their Individual PAGA
2 Payment and have no right or ability to opt-out of the portion of this Agreement releasing the Released
3 PAGA Claims.

4 19. This Court shall retain jurisdiction over all matters related to the administration and
5 consummation of the terms of this Settlement, over the enforcement, construction and interpretation
6 of the Settlement Agreement, over the enforcement, construction, and interpretation of the Final
7 Judgment, including, but not limited to, the provisions therein enjoining any further litigation of
8 Released Claims, and over the Representative Plaintiffs and all Class Members (and their attorneys
9 and law firms) in connection therewith.

10 20. The Plaintiffs shall file a report for the settlement administrator by
11 August 15, 2026, confirming the distribution of funds, indicating the total amount paid
12 to the class members and confirming the distribution of funds, indicating the total amount paid to the
13 class members and confirming that all funds, including uncashed funds, have been disbursed.

14 21. A non-appearance case review re Compliance with the Distribution is set for
15 September 11, 2026 at 1:30 p.m. ~~a.m./p.m.~~ in this department.

16 22. In accordance with California Rules of Court, Rule 3.771(b), the Parties are ordered
17 to give notice of this final Order and Judgment to all Class Members by posting the Order and
18 Judgment for 90 days on the Administrator's website and to the LWDA pursuant to Labor Code
19 section 2699(1)(3) within ten (10) days after the Court has held the Final Approval Hearing.

20 23. The Court hereby enters Judgment in the case, which will be res judicata as to the
21 released claims of Plaintiffs, Class Members, and Aggrieved Employees.

22
23 **IT IS SO ORDERED AND ADJUDGED.**

24
25 Dated: November 12, 2025

26 
27 Hon. Bernard C. Barmann, Jr.
28 Judge of the Superior Court