

FILED

KERN COUNTY SUPERIOR COURT

02/21/2025

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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
100, 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]*

**~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Filed concurrently with Notice of Motion and
Motion for Preliminary Approval of Class Action
Settlement; Declaration of Eric Naessig in
Support Thereof]*

Hearing Information:

Date: February 21, 2025

Time: 8:30 a.m.

Division H

~~[PROPOSED]~~ ORDER

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1 The Motion for Preliminary Approval of a Settlement came before this Court on February 21,
2 2025, at 8:30 a.m., or as soon thereafter as the matter can be heard in Division H of the Kern County
3 Superior Court located at 1215 Truxtun Ave, Bakersfield, CA 93301. The Court, having considered
4 the proposed Class Action and PAGA Settlement Agreement and Class Notice entered into by and
5 between Plaintiff Martin Aguilar (“Plaintiff Aguilar”) and Plaintiff Justin Ridgway (“Plaintiff
6 Ridgway”) (collectively, “Plaintiffs”) and Defendant Ensign United States Drilling (California) Inc.
7 (“Defendant”) attached as **Exhibit 1** to the Declaration of Eric J. Naessig in Support of Plaintiffs’
8 Motion for Preliminary Approval of Class Action Settlement, and the Exhibits attached thereto
9 (hereafter collectively, the “Settlement” or “Settlement Agreement”); having considered the Motion
10 for Preliminary Approval of Class Action Settlement filed by the parties; having considered the
11 respective points and authorities and declarations submitted by the parties in support thereof; and
12 good cause appearing, HEREBY ORDERS THE FOLLOWING:

13 1. The Court grants preliminary approval of the settlement as set forth in the Settlement
14 and finds the terms to be within the range of reasonableness of a settlement that ultimately could be
15 granted approval by the Court at the Final Fairness Hearing. For purposes of the Settlement only, the
16 Court finds that the proposed Settlement Class meets the requirements for certification under section
17 382 of the California Code of Civil Procedure in that the Class is ascertainable and that there is a
18 sufficiently well-defined community of interest among the Class in questions of law and fact.
19 Therefore, for settlement purposes only, the Court grants conditional certification of the following
20 “Class” defined as follows:

21 All non-exempt, hourly employees who were employed by Defendant in the State of
22 California who worked at any time during the Class Period. The “Class Period” is the period
23 from June 19, 2020, through the date of the entry of this order.

24 2. For purposes of the Settlement only, the Court further provisionally designates
25 Plaintiff Martin Aguilar and Plaintiff Justin Ridgway as Class Representatives, and Joseph Lavi, Esq.,
26 Vincent C. Granberry, Esq., Cassandra A. Castro, Esq., and Eric J. Naessig, Esq. of Lavi &
27 Ebrahimi, LLP, Sahag Majarian II, Esq. of the Law Offices of Sahag Majarian II, Gilbert Saucedo,
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1 Esq. of the Law Office of Gilbert Saucedo, Richard J. Burch of Brucknerburchp LLC, and Frank J.
2 Mazzaferro of Fitapelli & Schaffer, LLP as Class Counsel.

3 3. It appears to the Court on a preliminary basis that the settlement is fair, adequate and
4 reasonable, and therefore meets the requirements for preliminary approval. It appears to the Court
5 that extensive investigation and research have been conducted such that counsel for the parties at this
6 time are able to reasonably evaluate their respective positions. It further appears to the Court that the
7 Settlement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay
8 and risks that would be presented by the further prosecution of the case. It further appears that the
9 Settlement has been reached as the result of intensive, serious, and non-collusive, arm's-length
10 negotiations, and was entered into in good faith.

11 4. The Court preliminarily finds that the Settlement, including allocations for the Class
12 Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Class Representative Service
13 Payments, PAGA Penalties, Administration Expenses Payment, and Individual Class Payments
14 provided thereby, appear to be within the range of reasonableness of a settlement that could ultimately
15 be given final approval by this Court. The Court has reviewed the monetary recovery that is being
16 granted as part of the Settlement and preliminarily finds that the monetary settlement awards made
17 available to Class Members are fair, adequate and reasonable when balanced against the probable
18 outcome of further litigation relating to certification, liability, and damage issues.

19 5. The Court appoints Simpluris, Inc., as the Settlement Administrator. The Court directs
20 the Settlement Administrator to mail the Class Notice to Class Members in accordance with the terms
21 of the Settlement.

22 6. Concurrently with the mailing of the Class Notice, the Settlement Administrator will
23 post a copy of the Class Notice on its website at least until the date of the final fairness hearing.

24 7. A final fairness hearing on the question of whether the proposed Settlement should be
25 finally approved as fair, reasonable, and adequate as to the members of the Class is scheduled in
26 Division H of this Court, located at 1215 Truxtun Ave, Bakersfield, CA 93301 on
27 July 9, 2025, at 8:30 a.m./p.m.

1 8. At the final fairness hearing, the Court will consider: (a) whether the Settlement should
2 be approved as fair, reasonable, and adequate for the Class; (b) whether a judgment granting approval
3 of the Settlement should be entered; and (c) whether Plaintiffs' application for an award of Class
4 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative
5 Service Payments should be granted.

6 9. Counsel for the Parties shall file memoranda, declarations, or other statements and
7 materials in support of their request for final approval by no later than 16 court days prior to the final
8 fairness hearing.

9 10. Class Counsel shall file a motion for an award of Class Counsel Fees Payment, Class
10 Counsel Litigation Expenses Payment, and Class Representative Service Payments no later than 16
11 court days prior to the final fairness hearing.

12 11. The Court approves, as to form and content, the Class Notice which is appended to
13 the Settlement Agreement.

14 12. No later than fifteen (15) days following the date the Court enters this order, Defendant
15 shall provide the following information to the Settlement Administrator: Class Member identifying
16 information in Defendant's possession including the Class Member's name, last-known mailing
17 address, Social Security number, number of Class Pay Periods and PAGA Pay Periods. ("Class
18 Data").

19 13. Within fourteen (14) calendar days after receiving the Class Data, the Settlement
20 Administrator shall disseminate the Class Notice to all the Class Members identified in the Class Data
21 by first-class U.S. Mail.

22 14. Class Members shall have forty-five (45) calendar days from the date the Settlement
23 Administrator mails Notice to the Class Members to fax, email, or mail Requests for Exclusion
24 from the Settlement or fax, email, or mail an Objection to the Settlement ("Response Deadline").
25 Class Members to whom Notice Packets are resent after having been returned undeliverable to the
26 Administrator shall have an additional fourteen (14) calendar days after the Response Deadline has
27 expired.

1 15. The Court finds that the forms of Class Notice to the Class regarding the pendency
2 of the action and of this Settlement, and the methods of giving notice to members of the Settlement
3 Class constitute the best notice practicable under the circumstances and constitute valid, due, and
4 sufficient notice to all members of the Class. They comply fully with the requirements of California
5 Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court
6 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

7 16. The Court further approves the procedures for Class Members to participate in, opt
8 out of, or object to the Settlement, as set forth in the Settlement Agreement and Class Notice.

9 17. Class Members who wish to exclude themselves from (opt-out of) the Class
10 Settlement must send the Administrator, by fax, email, or mail, a signed written Request for
11 Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional
12 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
13 from a Class Member or the Class Member's representative that reasonably communicates the Class
14 Member's election to be excluded from the Settlement and includes the Class Member's name,
15 address and email address or telephone number. To be valid, a Request for Exclusion must be timely
16 faxed, emailed, or postmarked by the Response Deadline.

17 18. Participating Class Members may send written objections to the Administrator, by
18 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an
19 attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
20 Participating Class Member who elects to send a written objection to the Administrator must do so
21 not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14
22 days for Class Members whose Class Notice was re-mailed).

23 19. The procedures and requirements for submitting objections in connection with the
24 Fairness Hearing are intended to ensure the efficient administration of justice and the orderly
25 presentation of any Class Member's objection to the Settlement Agreement, in accordance with the
26 due process rights of all Class Members.

20. Pending the Fairness Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Order, are stayed.

21. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement, which are not materially inconsistent with either this Order or the terms of the Settlement.

22. The Court orders the following Implementation Schedule for further proceedings:

Event	Timing
Class Data: Last day for Defendant to provide the Settlement Administrator the Class Database	15 days after the Court's entry of this Order
Notice Date: last day for Administrator to mail Class Notice to Class Members.	14 days after receipt of the Class Data
Response Deadline: (i) last day for Settlement Class Members to submit Requests for Exclusion; (ii) last day for class members to submit Objections	45 calendar days after the date of mailing of the Class Notice
Last day for class counsel to file motion for award of attorneys' fees, reimbursement of litigation expenses and class representative enhancement.	16 Court days prior to the final fairness hearing
Last day for parties to file motion and supporting documents for final approval of class action settlement.	16 Court days prior to the final fairness hearing
Last day for the Parties to respond to Objections	5 court days prior to the final fairness hearing
Hearing on final approval of class action settlement.	Approximately 120 days after the Court grants preliminary approval of the Settlement

23. The Fairness Hearing and related prior deadlines set forth above may, from time to time and without further notice to the Class (except those who have filed timely and valid objections), be continued or adjourned by Order of the Court. The Settlement Administrator will provide notice to any objecting Class Member if there is a change in the date and/or time of the Final Approval Hearing.

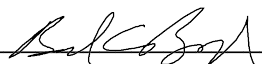
1 24. The Settlement is not a concession or admission, and shall not be used against
2 Defendant as an admission or indication with respect to any claim of any fault or omission by
3 Defendant. Whether or not the Settlement is finally approved, neither the Settlement nor any
4 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
5 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed
6 to be evidence for any purpose adverse to the Defendant of any liability, fault, wrongdoing, omission,
7 concession, or damage, except for legal proceedings concerning the implementation, interpretation,
8 or enforcement of the Settlement.

9 25. In the event the Settlement does not become effective in accordance with the terms of
10 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled or
11 fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated,
12 and the Parties shall revert back to their respective positions as of before entering into the Settlement
13 Agreement.

14 26. Jurisdiction is hereby retained over this Action, the Parties to this Action, and each of
15 the Class Members for all matters relating to this Action, and this Settlement, including (without
16 limitation) all matters relating to the administration, interpretation, effectuation, and/or enforcement
17 of this Settlement and this Order.

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19 **IT IS SO ORDERED.**

20 Dated: February 21, 2025

21  Signed: 2/21/2025 09:03 AM
22 Hon. Bernard C. Barmann, Jr.
23 Judge of the Superior Court
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