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8 As an individual and on behalf of all others similarly situated

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF EL DORADO**

12 CHARMAINE TATE, as an individual and
on behalf of all others similarly situated,

13 Plaintiff,
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15 v.

16 PRO ENERGY SERVICES GROUP, LLC,
a Delaware Limited Liability Company;
17 and DOES 1-100, inclusive,

18 Defendants.
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Case No.: 23CV0586

Assigned for All Purposes to:
Hon. Gary S. Stossberg
Dept. 9

**~~PROPOSED~~ ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
REQUEST FOR ATTORNEY'S FEES AND
COSTS, AND JUDGMENT THEREON**

Date: February 21, 2025
Time: 8:30 a.m.
Dept. 9

ELECTRONICALLY RECEIVED
Superior Court of California,
County of El Dorado
02/20/2025 at 10:58:55 AM
By: Sara Platt, Deputy Clerk

1 The Court, having read the papers filed regarding Plaintiffs' Motion for Final Approval of
2 Class Action Settlement and Request for Attorney's Fees and Costs, and having heard argument
3 regarding the Motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action, including
5 the members of the Settlement Class.

6 2. The Class Action and PAGA Settlement Agreement ("Settlement Agreement")
7 attached as Exhibit 1 to the Declaration of Brandon Brouillette in support of Plaintiffs' Motion for
8 Preliminary Approval of Class Action Settlement, filed on or about August 23, 2024, is the product
9 of arms-length negotiations between the parties and the terms of the Settlement Agreement are fair,
10 reasonable, adequate, and in the best interests of the Settlement Class. The Settlement Agreement
11 therefore is finally approved, and its terms incorporated herein. The Court orders the parties to the
12 Settlement Agreement to perform forthwith their respective duties and obligations thereunder.

13 3. The Settlement Class, which was provisionally certified by the Court in its October
14 11, 2024 Order Granting Preliminary Approval, hereby is certified under California Code of Civil
15 Procedure Section 382 for purposes of settlement only. The Class includes all persons employed by
16 Defendant Pro Energy Services Group, LLC in California and classified as a non-exempt hourly
17 employee who worked for Defendant during the Class Period of April 20, 2019 to June 5, 2024.

18 4. The Court adjudges the Participating Class Members, on behalf of themselves and
19 their respective former and present representatives, agents, attorneys, heirs, administrators,
20 successors, and assigns, release the Released Parties (as defined in the Settlement Agreement) from
21 (i) all claims and causes of action alleged in the Operative Complaints, as enumerated in Recital 2.1
22 of the Settlement Agreement, above; and (ii) any and all additional claims that reasonably could
23 have been alleged based on the facts stated in the Operative Complaints, including but not limited
24 to claims that employees did not have access to adequate restroom and handwashing facilities.
25 Participating Class Members' only release these claims for the duration of the Class Period. Except
26 as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release
27 any other claims, including claims for vested benefits, wrongful termination, violation of the Fair
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1 Employment and Housing Act, unemployment insurance, disability, social security, workers'
2 compensation, or claims based on facts occurring outside the Class Period.

3 5. The Court further adjudges that all Aggrieved Employees are deemed to release, on
4 behalf of themselves and their respective former and present representatives, agents, attorneys, heirs,
5 administrators, successors, and assigns, the Released Parties from (i) all claims and causes of action
6 alleged in the Operative Complaints, as enumerated in Recital 2.1 of the Settlement Agreement,
7 above; and (ii) any and all additional claims that reasonably could have been alleged based on the
8 facts stated in the Operative Complaints, including, but not limited to, a claim that employees did
9 not have access to adequate restroom and handwashing facilities. Aggrieved Employees only release
10 these claims for the duration of the PAGA Period.

11 6. One individual – Diana Brokiewicz – submitted a timely and valid request for
12 exclusion. This individual is therefore excluded from the Class and is not bound by the Settlement
13 Agreement or this Order and Judgment, except as to the Release of Claims under PAGA.

14 7. The Settlement Administrator is ordered to distribute to the Participating Settlement
15 Class Members and to the Aggrieved Employees their respective settlement payments as provided
16 in the Settlement Agreement. Funds attributable to uncashed checks that remain after the check void
17 date shall be forwarded to the California State Controller's Unclaimed Property Fund. No funds
18 shall revert to Defendant.

19 8. The Court further orders that the Class Members be provided with notice of this
20 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
21 copy of this Order and Judgment on its website for a minimum of sixty (60) days.

22 9. The Court approves an award of attorney's fees to Class Counsel in the amount of
23 \$300,000, and an award of costs and expenses in the amount of \$15,000.00. Such amounts shall be
24 paid as provided in the Settlement Agreement and Class Counsels' Fee Sharing Agreement.

25 10. The Court approves a service payment to plaintiffs and Class Representatives
26 Charmaine Tate and Dave Crockett in the amount of \$10,000.00 each, and the Settlement
27 Administrator is ordered to make such payment consistent with the terms of the Settlement
28 Agreement.

1 11. The Settlement Agreement provides the Settlement Administrator, Phoenix
2 Settlement Administrators, shall be paid from the Gross Settlement Amount for its services in
3 administering the Settlement. As set forth in the Declaration of Mayra Gonzalez, the Settlement
4 Administrator is owed \$17,500 for services rendered and to be rendered in administering the
5 settlement. The Court therefore orders that Phoenix be paid the amount of \$17,500 from the Gross
6 Settlement Amount consistent with the terms of the Class Settlement Agreement.

7 12. The Court approves PAGA penalties in the amount of \$60,000, to be paid from the
8 Gross Settlement Amount, and finds that amount is fair, reasonable and adequate, and furthers the
9 purposes underlying PAGA. \$45,000 of this amount will be paid to the LWDA as the state's share
10 of the civil penalties, and the remainder of 15,000 will be distributed to the Aggrieved Employees
11 consistent with the terms of the Settlement Agreement.

12 13. The Court hereby schedules a compliance hearing for February 20, 2026, and orders
13 the Parties to file a joint compliance report ~~at least ten (10) Court days before the compliance~~
14 ~~hearing~~ by 2/6/26.

15 14. Under California Rule of Court 3.769(h), without affecting the finality of this Order
16 and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement
17 of the Settlement Agreement pursuant to further orders of this Court until the final judgment
18 contemplated becomes effective and each and every act agreed to be performed by the parties has
19 been performed under the terms of the Settlement Agreement; (2) any other action necessary to
20 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,
21 construction, and interpretation of the Settlement Agreement.

22 15. Neither this Order and Judgment nor the Settlement Agreement upon which it is
23 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
24 This Order and Judgment is not a finding of the validity or invalidity of any claims in this action or
25 a determination of any wrongdoing by any party. The final approval of the parties' settlement will
26 not constitute any opinion, position or determination of this Court as to the merits of the claims or
27 defenses of any party.
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1 16. Judgment is hereby entered as follows: Plaintiffs Charmaine Tate and Dave Crockett,
2 and the Participating Class Members, consisting of all persons employed by Defendant Pro Energy
3 Services Group, LLC in California and classified as a non-exempt hourly employee who worked for
4 Defendant during the Class Period of April 20, 2019 to June 5, 2024, who have not otherwise opted
5 out, shall take nothing from Defendants, except as set forth in the Settlement Agreement.

6 17. The Court shall retain jurisdiction over the parties to interpret, implement and
7 enforce this Judgment.

8 **IT IS SO ORDERED AND ADJUDGED.**

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11 Dated: 02/21/2025



Judge of the Superior Court
Gary S. Slossberg