

FILED

KERN COUNTY SUPERIOR COURT
12/13/2024

BY Fogerson, Vickie
DEPUTY

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

ALEJANDRO ORTEGA, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

KEY ENERGY SERVICES, LLC, a Texas
limited liability company; and DOES 1
through 100,

Defendants.

Case No.: BCV-23-102240-BCB

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

**~~[PROPOSED]~~ JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION FOR
SETTLEMENT APPROVAL OF CLAIMS
BROUGHT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
REASONABLE ATTORNEYS' FEES AND
COSTS, AND REPRESENTATIVE
ENHANCEMENT PAYMENT**

Date: December 13, 2024

Time: 8:30 a.m.

Dept: Bakersfield Division H

Action Filed: July 12, 2023

Trial Date: None Set

~~[PROPOSED]~~ JUDGMENT AND ORDER GRANTING PAGA SETTLEMENT APPROVAL

~~PROPOSED~~ JUDGMENT AND ORDER

The Motion of Plaintiff Alejandro Ortega (“Plaintiff”) for Settlement Approval of Claims Brought Under the Private Attorneys General Act, Reasonable Attorneys’ Fees and Costs, and Representative Enhancement Payment, came on regularly for hearing before this Court on December 13, 2024, at 8:30 a.m. Having considered the PAGA Settlement Agreement, attached as Exhibit 1 to the Declaration of Matthew K. Moen in Support of Plaintiff’s Motion, entered into between Plaintiff and Defendant Key Energy Services, LLC (“Defendant”), and the documents and evidence presented in support thereof, and recognizing the disputed issues involved in this case, the risks of further prosecution, the benefits to be received by the State of California and the PAGA Aggrieved Employees pursuant to the PAGA Settlement Agreement, the Court hereby makes a final ruling pursuant to Labor Code § 2699(*I*) that the proposed Settlement Agreement is fair, reasonable, and adequate, and is the product of good faith, arms’-length negotiations between the parties. Good cause appearing therefore, the Court hereby GRANTS Plaintiff’s Motion for Settlement Approval of Claims Brought under the Private Attorneys General Act, Reasonable Attorneys’ Fees and Costs, and Representative Enhancement Payment, and HEREBY ORDERS as follows:

1. The “PAGA Aggrieved Employees” will be defined as: “all of Defendant’s current and former non-exempt employees in California who held the job title(s) of Rig Services, Coiled Tubing, and/or Fishing and Rental, and who worked at any time during the PAGA Period.”

2. The “PAGA Period” is defined as July 12, 2022 to March 25, 2024.

3. The Court hereby approves the Settlement as set forth in the PAGA Settlement Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the PAGA Settlement Agreement according to its terms.

4. The Court orders that Defendant will pay the Maximum Settlement Amount of \$265,000.00 to the Settlement Administrator within 30 calendar days after the “Effective Date,” as that term is defined in the PAGA Settlement Agreement.

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1 5. The Court hereby approves, as to form and content, the Notice of PAGA
2 Settlement and Release of Claims (“PAGA Notice”), which will be mailed via First-Class U.S.
3 Mail to the PAGA Aggrieved Employees along with the Individual Settlement Payments.

4 6. The Court hereby appoints Phoenix Class Action Administration Solutions as the
5 Settlement Administrator.

6 7. Within ten (10) business days after this Court signs this Judgment and Order,
7 Defendant will provide the Settlement Administrator with the full names, last known mailing
8 addresses, last known telephone numbers, social security numbers, and pay period information
9 during the PAGA Period for all PAGA Aggrieved Employees.

10 8. The Settlement Administrator is directed to mail the Individual Settlement
11 Payments, as defined in the PAGA Settlement Agreement, and the PAGA Notice to the PAGA
12 Aggrieved Employees within the time limits specified in the Settlement Agreement.

13 9. The Court finds that attorneys’ fees in the total amount of \$88,333.33 and
14 reimbursement of litigation costs of \$21,769.23 to Haines Law Group, APC, is fair, reasonable,
15 and adequate, and orders that the Settlement Administrator distribute these payments to Plaintiff’s
16 Counsel as provided for in the Settlement Agreement.

17 10. The Court orders that the Settlement Administrator will be paid \$4,500 for all of
18 its work done and to be done until the completion of this matter, and finds that sum appropriate.

19 11. The Court finds that the Plaintiff’s Representative Enhancement Payment in the
20 amount of \$5,000.00 to Plaintiff is appropriate for the risks he undertook and his service to the
21 PAGA Aggrieved Employees and the State of California. The Court finds that this award is fair,
22 reasonable, and adequate, and orders that the Settlement Administrator make this payment in
23 conformity with the terms of the Settlement.

24 12. The Court finds that the payment to the State of California Labor and Workforce
25 Development Agency (“LWDA”) in the amount of \$109,048.08 (representing 75% of the PAGA
26 civil penalties under Labor Code § 2699(i)) as provided for by the Settlement, is fair, adequate,
27 and reasonable, and orders that payment be made to the LWDA in accordance with the terms of
28 the PAGA Settlement Agreement.

1 13. The court approves the limited scope of the release contained in the Settlement
2 Agreement. Upon the Effective Date, as defined in the Settlement Agreement, Plaintiff, the State
3 of California, the LWDA, and the PAGA Aggrieved Employees will fully and finally release
4 Defendant, its past and present parent companies, subsidiaries, divisions, related or affiliated
5 companies, shareholders, members, managers, managing agents, officers, directors, employees,
6 agents, attorneys, insurers, successors and assigns from any and all liability for all PAGA claims
7 that are based on the Labor Code violations pled in the operative complaint in the Action and
8 Plaintiff's July 12, 2023 PAGA Notice letter to the LWDA, or which could have been pled in the
9 operative complaint in the Action based on the factual allegations therein, that arose during the
10 PAGA Period. PAGA Aggrieved Employees other than Plaintiff will not be releasing any
11 underlying wage and hour claims through this settlement, only PAGA claims. PAGA Aggrieved
12 Employees will not be provided with the opportunity to opt out of this PAGA settlement and
13 release.

14 14. Without affecting the finality of this Final Judgment and Order in any way, the
15 Court retains jurisdiction under California Code of Civil Procedure § 664.6 to enforce the terms
16 of the Settlement Agreement.

17 **IT IS SO ORDERED.**

18 Dated: December 13, 2024

19 
20 Honorable Bernard C. Barmann, Jr.
21 Judge of the Superior Court

22 Signed: 12/13/2024 09:00 AM