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FILED  
KERN COUNTY  
DEC - 1 2022  
BY *[Signature]* DEPUTY

10 SUPERIOR COURT OF CALIFORNIA  
11 COUNTY OF KERN

12 \* \* \*

13 AARON DICKERSON, as an individual and on  
14 behalf of all others similarly situated,

15 Plaintiff,

16 vs.

17 AERA ENERGY, LLC, a California limited  
18 liability company; and DOES 1 through 50,  
19 inclusive,

20 Defendants.

Case No. BCV-21-101646

*[Signature]*  
[PROPOSED] ORDER GRANTING  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF  
JOINT STIPULATION AND  
SETTLEMENT OF CLASS AND  
PAGA ACTION

Date: December 1, 2022  
Time: 8:30 a.m.  
Dept.: Dept. 17  
Judge: Hon. Thomas S. Clark

[CRC 3.769]

[Filed concurrently with Notice of Motion  
and Motion for Preliminary Approval of  
Joint Stipulation of Class and PAGA  
Action; Memorandum of Points and  
Authorities; Declaration of S. Brett  
Sutton; *[Signature]* [proposed] Order]

*[Signature]*

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1 Plaintiff Aaron Dickerson (“Plaintiff”), individually and as a representative of the  
2 Settlement Class as that term is defined in the Stipulation of Class Action and PAGA  
3 Settlement, Defendant Aera Energy, LLC (“Defendant”), reached a Settlement subject to Court  
4 approval as represented in the Joint Stipulation and Settlement Of Class and PAGA Action  
5 (“Settlement Agreement” or “Settlement”).

6 NOW THEREFORE, having read and considered the Settlement Agreement and  
7 Exhibits thereto, IT IS HEREBY ORDERED:

8 1. This Order hereby incorporates by reference the definitions in the Settlement  
9 Agreement as though fully set forth herein, and all terms used herein shall have the same  
10 meaning as set forth in the Settlement Agreement.

11 2. The Court conditionally certifies and approves, for settlement purposes only, the  
12 following class:

13 All current and former non-exempt California employees of Aera Energy, LLC  
14 employed at any time from August July 29, 2017 to the date upon which this preliminary  
15 approval order is signed.

16 3. For the purposes of this Settlement, S. Brett Sutton and Jared Hague of Sutton  
17 Hague Law Corporation (“Class Counsel”) are hereby appointed as Class Counsel and shall  
18 represent the Class Members in this Class Action. Any Class Members may enter an  
19 appearance in the Class Action, at their own expense, either individually or through counsel of  
20 their own choice. However, if they do not enter an appearance, they will be represented by  
21 Class Counsel.

22 4. For the purposes of this Settlement, Plaintiff Aaron Dickerson is hereby  
23 appointed as Class Representative for the class.

24 5. The Court hereby preliminarily approves the proposed Settlement upon the  
25 terms, conditions, and all release language set forth in the Settlement Agreement attached hereto  
26 as Exhibit 1. The Court finds that the Settlement appears to be within the range of  
27 reasonableness necessary for preliminary approval by the Court. It appears to the Court that the  
28 Settlement’s terms are fair, adequate, and reasonable as to all potential Class Members when

1 balanced against the probable outcome of further litigation, given the risks relating to liability  
2 and damages. It further appears that extensive investigation and research has been conducted  
3 such that counsel for the Parties at this time are reasonably able to evaluate their respective  
4 positions. It further appears to the Court that the Settlement at this time would avoid substantial  
5 additional costs by all Parties, as well as the delay and risks that would be presented by the  
6 further prosecution of the Class Action. It appears the Settlement has been reached as a result of  
7 intensive, arms-length negotiations utilizing an experienced third party neutral.

8           6.       The Court confirms [Settlement Administrator] as the Settlement Administrator  
9 and preliminarily approves that Settlement administrative costs shall be paid in accordance with  
10 the Settlement Agreement and deducted from the Gross Settlement Amount. To the extent the  
11 actual costs of administration of the Settlement are less than the amount anticipated by the  
12 Settlement Agreement, the remainder shall become part of the Net Class Settlement Fund. The  
13 cost of administration includes all tasks required of the Settlement Administrator by this  
14 Agreement, including the issuance of the Notice of Class Action Settlement (“Class Notice”).  
15 [Settlement Administrator] is directed to perform all other responsibilities set forth for the  
16 Settlement Administrator as set forth in the Settlement Agreement. lc

17           7.       A Final Approval Hearing (the “Hearing”) shall be held on March 27, 2023  
18 at 8:30 a.m. before the Honorable Thomas S. Clark in Department 17 of the Kern  
19 County Superior Court. The purpose of such Hearing will be to: (a) determine whether the  
20 proposed Settlement should be finally approved by the Court as fair, reasonable and adequate;  
21 (b) determine the reasonableness of Class Counsel’s request for attorneys’ fees and costs and the  
22 Settlement Administrator’s costs; and (c) order entry of Judgment in the Class Action, which  
23 shall constitute a complete release and bar with respect the Released Claims described in  
24 Paragraphs 14 and 15, below, thereby barring all Participating Class Members from prosecuting  
25 any Released Claims against any of the Released Parties and dismissing the Action with  
26 prejudice.

27           8.       The Court hereby approves, as to form and content, the Class Notice attached  
28 hereto as Exhibit A to the Settlement. The Court finds that the dates and procedure for mailing

1 and distribution of the Class Notice in the manner set forth in Paragraph 9 of this Order meets  
2 the requirements of due process and are the best notice practicable under the circumstances and  
3 shall constitute due and sufficient notice to all persons entitled thereto.

4           9.       The Court directs the mailing of the Court approved Class Notice via first class  
5 mail to the Class Members in accordance with the schedule and procedures set forth in the  
6 Settlement.

7           i.       Defendant shall provide to the Settlement Administrator the Class List  
8           and Data Report within fourteen (14) calendar days of this Order granting  
9           preliminary approval of the Settlement; and

10          ii.       The Settlement Administrator shall mail to Class Members' last known  
11          address the Class Notice within ten (10) calendar days of receipt of the above-  
12          referenced Class List and Data Report from Defendant. If a mailing is returned  
13          as undeliverable to a Class Member, the Settlement Administrator will use  
14          reasonable efforts, as set forth in the Settlement, to obtain a valid current address  
15          for that Settlement Class member, and shall send, by first-class mail, a second  
16          copy of the mailing to the Class Member. Class Members will have no more  
17          than forty-five days (45) after the date of the original mailing of the Class Notice  
18          to exercise their right to object, opt out of the Settlement or challenge their weeks  
19          worked.

20          10.       Class Members may request exclusion from the Settlement Class by submitting a  
21          timely mailing a written, signed request for exclusion (or "opt-out") stating (i) his or her desire  
22          to opt-out from the parties' settlement (i.e. "I wish to opt out from the *Dickerson v. Aera Energy*  
23          settlement."), and (ii) the name (and former names, if any), current address, telephone number,  
24          and the last four (4) digits of Social Security Number of the Class Member. In order to be valid,  
25          the exclusion request must be postmarked no later than forty-five (45) days after the date the  
26          Class Notice was first mailed. Any Class Member who submits a valid and timely request to be  
27          excluded from the Settlement will not be entitled to any recovery under the Settlement of the  
28          class claims and will not be bound by the Settlement of the class claims or have any right to

1 object, appeal or comment thereon. Class Members who do not submit valid and timely request  
2 for exclusions shall be deemed to be Participating Class Members and shall be bound by all  
3 terms of the Settlement and any Final Judgment. For the avoidance of doubt, Class Member  
4 who opt-out of the Settlement Class will remain members of the PAGA Group and receive an  
5 Individual PAGA Payment pursuant to the Settlement Agreement.

6 11. Class Members who do not submit a request for exclusion may object to the  
7 Settlement and appear at the Final Approval Hearing to show cause why the proposed  
8 Settlement should not be approved, judgment in the Class Action should not be entered, and to  
9 present any opposition to the application of Class Counsel for attorneys' fees, costs and  
10 expenses. In order to object to the proposed Settlement, the Class Member must postmark no  
11 later than forty-five (45) days after the date the Class Notice was first mailed an objection  
12 stating (i) the Class Member's full name, address, telephone number, and the last four digits of  
13 the Class Member's social security number; (ii) the case name and number; (iii) the Class  
14 Member's basis for any objections to the Parties' settlement; (iv) whether the objecting Class  
15 Member plans to address the Court at the Settlement Fairness Hearing and any legal briefs,  
16 papers or memoranda the objecting Class Member proposes to submit to the Court; and (v) if  
17 the objecting Class Member is represented by counsel, the name and address of his or her  
18 counsel. The Objecting party may appear personally or through counsel at the Final Approval  
19 Hearing, but no appearance is required for an Objection to be considered by the Court. Any  
20 Class Member who does not make his or her objection in the manner provided for herein shall  
21 be deemed to have waived such objection and shall forever be foreclosed from making any  
22 objection to the fairness or adequacy of the proposed Settlement Agreement or to the award of  
23 attorneys' fees and costs and expenses to Class Counsel, unless otherwise ordered by the Court.  
24 Plaintiff and/or Defendant may file oppositions to any properly filed objection requests no later  
25 than five (5) court days prior to the date of the Final Approval Hearing.

26 12. In the event that the number of pay periods attributable to Class Members is  
27 seven-and-a-half percent (7.5%) or more than the anticipated 46,445 pay periods for the period  
28 of July 29, 2017 through the date of entry of this Order, then Defendant will proportionally

1 increase the Gross Settlement Amount. In the event that seven-and-a-half percent (7.5%) or  
2 more of the Class Members opt-out of the Settlement, Defendant shall have the sole discretion  
3 to terminate the Settlement, the conditional certification shall be considered void, and the case  
4 will proceed.

5         13. The Court hereby preliminarily approves the definition and disposition of the Net  
6 Class Settlement Fund as that term is defined in the Settlement Agreement. The Court  
7 preliminarily approves the distribution of the Net Class Settlement Fund, all subject to the  
8 Court's final approval of the Settlement at the Final Approval Hearing. Assuming the  
9 Settlement receives final approval, Defendant shall be required to pay only the Gross Settlement  
10 Amount in the total amount of Four Hundred and Sixty-Five Thousand Dollars (\$465,000)  
11 under the terms of the Settlement Agreement. No amount of the Gross Settlement Amount shall  
12 revert to Defendant. Defendant shall satisfy its portion of any payroll taxes associated with the  
13 Settlement separate and apart from this Settlement as contemplated by the Settlement  
14 Agreement.

15         14. Upon entry of Judgment by the Court in accordance with the Settlement  
16 Agreement, the Class Members (other than those who timely request to be excluded in  
17 accordance with the terms of the Settlement Agreement) shall fully and finally release and  
18 discharge the Released Parties from the Released Claims in the Settlement. Specifically, the  
19 Settlement specifies the following releases from Class Members: [A]ny and all claims, debts,  
20 liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's  
21 fees, damages, actions or causes of action of whatever kind or nature, whether known or  
22 unknown, contingent or accrued, under any legal theory under state law for any alleged failure  
23 to pay all wages due (including minimum wage and overtime wages), failure to pay for all hours  
24 worked, failure to provide meal periods, failure to timely pay wages and final wages, failure to  
25 furnish accurate wage statements including claims derivative and/or related to these claims  
26 during the Class Period. Released Claims shall include all claims and theories arising under the  
27 California Labor Code, wage orders, and applicable regulations, including Labor Code Sections  
28 201, 202, 203, 204 210, 226, 510, 512, 1194, 1194.2, and 1197, as well as claims under

1 Business and Professions Code section 17200 et seq., and/or Labor Code Section 2698 et seq.  
2 based on alleged violations of the above Labor Code provisions, that were asserted in the  
3 lawsuit.

4 15. Judgment will also be entered by the Court as to the PAGA action against  
5 Defendant, and will release all of the "Released PAGA Claims" as set forth in the Settlement  
6 Agreement as to the "Released Parties." "Released PAGA Claims" means and shall include,  
7 without limitation, any and all claims for civil penalties that could have been assessed or  
8 collected by Plaintiff or the LWDA, a State of California Executive Branch Agency under the  
9 PAGA, from the Released Parties based on the allegations set forth in Plaintiff's June 30, 2021  
10 letter to the LWDA ("PAGA Letter") and/or based on the facts alleged in the Complaint,  
11 including any and all claims under California Labor Code sections 201, 203, 204, 210, 216,  
12 225.5, 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1194, 1197, 1197.1, 2810.5, 2699 and  
13 2699.3, all of which are expressly referenced in Plaintiff's PAGA Letter, and any other claims  
14 for civil penalties for failure to pay minimum wages, failure to pay overtime, failure to pay all  
15 wages owed each pay period, failure to provide compliant meal periods, failure to issue accurate  
16 itemized wage statements, failure to pay wages due and payable twice each calendar month,  
17 failure to pay wages due upon demand, failure to maintain accurate payroll records for its non-  
18 exempt employees, failure to provide notice of pay, and failure to pay all wages due and owing  
19 upon termination.

20 16. All papers in support of the Settlement and any application for reimbursement of  
21 attorneys' fees and expenses, including any expenses associated with or incurred by the  
22 Settlement Administrator, shall be filed not later than twenty-one (21) days before the deadline  
23 for Class Members to object or opt-out of the Settlement.

24 17. The Court reserves the right to adjourn the date of the Final Approval Hearing  
25 without further notice to the Class Members, and retains jurisdiction to consider all further  
26 applications arising out of or connected with the proposed Settlement.

27 18. All further proceedings in this Action shall be stayed except such proceedings  
28 necessary to review, approve, and implement this Settlement.

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1           19. In the event: (i) the Court does not finally approve the Settlement as  
2 contemplated by the Settlement Agreement; (ii) the Court does not enter a Final Approval Order  
3 as contemplated by the Settlement Agreement, which becomes final as a result of the occurrence  
4 of the Effective Date (as that term is defined by in the Settlement); (iii) Plaintiff or Defendant  
5 elects to void the Settlement as provided under the terms of the Settlement Agreement; or (iv)  
6 the Settlement does not become final for any other reason, the Settlement and any related Class  
7 shall be null and void and any order or judgment entered by this Court in furtherance of the  
8 Settlement shall be deemed as void from the beginning. In such a case, the Parties and any  
9 funds to be awarded under this Settlement shall be returned to their respective statuses as of the  
10 date and time immediately prior to the execution of the Settlement, and the Parties shall proceed  
11 in all respects as if no Class had been certified and the Settlement Agreement had not been  
12 executed.


13           20. Neither the Settlement, preliminarily approved or not, nor any exhibit, document  
14 or instrument delivered hereunder, nor any statement, transaction or proceeding in connection  
15 with the negotiation, execution or implementation of this Settlement, shall be admissible in  
16 evidence for any reason except as provided in the Settlement.

17           21. Pending final determination of whether the Settlement should be approved, all  
18 Class Members are preliminarily enjoined from directly or indirectly maintaining, commencing,  
19 prosecuting, or pursuing directly, representatively, or in any other capacity, any Released Claim  
20 subsumed and covered by the Release in the Agreement, including in any court or arbitration  
21 forum.

22           22. This Court retains exclusive jurisdiction over the Action to consider all further  
23 matters arising out of or connected with the Agreement and the Settlement.

24 **IT IS SO ORDERED.**

25  
26 **Dated:** 12-1-22

  
\_\_\_\_\_  
**Honorable Thomas S. Clark**  
**Judge of the Superior Court**

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