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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

21 **[PROPOSED] AMENDED ORDER**
22 **GRANTING PLAINTIFF'S MOTION**
23 **FOR FINAL APPROVAL OF JOINT**
24 **STIPULATION AND SETTLEMENT**
25 **OF CLASS AND PAGA ACTION**
26 **AND FINAL JUDGMENT**

27 **Date:** April 10, 2023
28 **Time:** 8:30 a.m.
Dept.: Dept. 17
Judge: Hon. Thomas S. Clark

[CRC 3.769]

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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"), moved for Final Approval of the Joint
4 Stipulation and Settlement Of Class and PAGA Action ("Settlement Agreement" or
5 "Settlement") and for Attorneys' Fees and Costs under the terms of the Settlement. The matter
6 came before this Court on March 27, 2023, with continued hearing on April 10, 2023, with
7 Counsel for Plaintiff and the Settlement Class and Counsel for Defendant appearing.

8 NOW THEREFORE, having read and considered the Motion for Final Approval,
9 Motion for Attorneys' Fees and Costs, and the Settlement Agreement and Exhibits thereto, the
10 Court grants final approval of the Settlement and HEREBY ORDERS and MAKES
11 DETERMINATIONS as follows:

12 1. That the Settlement, and the obligations of the Parties set forth therein, is fair,
13 reasonable, and is an adequate settlement of this case and is in the best interests of the
14 Settlement Class in light of the factual, legal, practical, and procedural considerations raised by
15 this case. This Court hereby grants final approval of the Settlement and directs the Parties to
16 effectuate the Settlement according to its terms. The Settlement is hereby deemed incorporated
17 herein as if expressly set forth, and has the full force and effect of an order and judgment of this
18 Court.

19 2. The Court finally certifies and approves, for settlement purposes only, the
20 following class:

21 All current and former non-exempt California employees of Aera Energy, LLC
22 employed at any time from July 29, 2017 to December 1, 2022, which is the date this Court
23 signed the preliminary approval order.

24 3. The Court finds that the distribution of the Notice of Settlement constituted the
25 best notice practicable under the circumstances to all Class Members and fully met the
26 requirements of due process under California law. Having found that the Parties and their
27 counsel took extensive efforts to locate and inform all members of the Class of the Settlement,
28

1 and given that no Class Members have filed any objections to the Settlement, the Court finds
2 and orders that no additional notice is necessary.

3 4. For purposes of certifying the Settlement Class and approving this settlement
4 only, the Court concludes as follows: (i) the Settlement Class Members are ascertainable and so
5 numerous that joinder is impracticable; (ii) there are questions of law or fact common to the
6 Settlement Class Members, and there is a well-defined community of interest among the
7 Settlement Class Members with respect to the subject matter of the Action; (iii) the claims of the
8 Class Representative is typical of the claims of the Settlement Class Members; (iv) the Class
9 Representative has fairly and adequately protected the interests of Class Members; (v) a class
10 action is superior to the other available methods of efficient adjudication of this controversy; and
11 (vi) Class Counsel is qualified to serve as counsel for Plaintiff in his individual and
12 representative capacities and for the Settlement Class.

13 5. Pursuant to CRC 3.771, the judgment in this action shall be binding on Plaintiff
14 Aaron Dickerson ("Plaintiff") and all members of the Settlement Class as set forth in the
15 Settlement as to the Released Claims as that term is defined by the Settlement. These individuals
16 shall be referred to herein as the "Participating Class Members." The Participating Class
17 Members hereby do and shall be deemed to have fully, finally, and forever released, settled,
18 compromised, relinquished and discharged any and all of the Released Parties (as defined in the
19 Settlement) of and from any and all Released Claims (as defined in the Settlement). Participating
20 Class Members does not include the eight individuals who timely and validly requested to be
21 excluded from the Settlement. Those individuals are:

22 Aaron Arth	Jay Brickhouse
23 David Bustos	Nathan Nichols
24 Anamaria Vizcarra	Diane Ware
25 Gloria Williams	Delbert Yetter

26 These eight individuals are expressly excluded from the Settlement, including but not limited to
27 any consideration to the Participating Class Members and the release of any claims by
28 Participating Class Members.

1 6. Neither the Settlement Agreement nor the Settlement contained therein, nor any
2 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
3 or the Settlement (i) is or may be deemed to be or may be used by the plaintiff or Participating
4 Class Members as an admission of, or evidence of, the validity of any of the Class Members'
5 Released Claims, or of wrongdoing or liability of Defendant or any of the other Released
6 Parties; or (ii) is or may be deemed to be or may be used by the plaintiff or Participating Class
7 Members as an admission of, or evidence of, any fault or omission of Defendant or any of the
8 other Released Parties in any civil, criminal, or administrative proceeding in any court,
9 administrative agency, or other tribunal. Defendant or any of the other Released Parties may file
10 the Settlement Agreement and/or the Order from this Action in any other action that may be
11 brought against it or them in order to support a defense or counterclaim based on the principles of
12 *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or
13 any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

14 7. For the purposes of this Settlement, S. Brett Sutton and Jared Hague of Sutton
15 Hague Law Corporation ("Class Counsel") are appointed to continue acting as Class Counsel
16 and shall represent the Class Members in this Class Action for purposes of effectuating the
17 terms of the Settlement following this final approval order.

18 8. For the purposes of this Settlement, Plaintiff Aaron Dickerson is appointed as
19 Class Representative for the class for purposes of effectuating the terms of the Settlement
20 following this final approval order.

21 9. The funding of the Settlement shall be carried out in accordance with the terms of
22 the Settlement, and the Settlement Administrator shall thereafter distribute the Settlement
23 Payments in the manner set forth in the Settlement. The Settlement Amount to be paid under the
24 Settlement Agreement is \$465,000. The Court finds the Settlement Amount is fair, reasonable,
25 and adequate. No person shall have any claim against Defendant, Class Counsel, Defendant's
26 counsel, or any other agent designated by Plaintiff or Defendant based upon the distribution of
27 Settlement Payments made substantially in accordance with the Settlement or further orders of
28 the Court. The Parties are to bear their own costs, except as otherwise provided in the Settlement

1 Agreement and approved herein.

2 10. Defendant shall fund the Qualified Settlement Fund pursuant to the terms of the
3 Settlement Agreement within ten (10) business days after the Effective Date of that Agreement.
4 No later than ten (10) calendar days after the deposit of Defendant's payment of the Gross
5 Settlement Amount into the Qualified Settlement Fund, the Settlement Administrator is directed
6 to mail the Individual Gross Settlement Payments, the Individual PAGA Payments, the payment
7 for the attorneys' fees and costs to Class Counsel, the portion of PAGA Award allocated to the
8 LWDA, and to pay itself the Settlement Administration Costs, as approved herein. The payments
9 sent to Class Members and members of the PAGA Group shall be accompanied by a cover letter
10 that specifies that the payment resolves the PAGA Group's PAGA claims. This letter shall be
11 drafted by Class Counsel and subject to the review and approval of Defendant.

12 11. Plaintiff requests, and Defendant does not oppose, an award of attorneys' fees
13 equal to \$154,984 (i.e., 1/3 of the Gross Settlement Amount). The Court finds that this is fair
14 and reasonable, and grants the award of attorneys' fees in the full amount of \$154,984.

15 12. Plaintiff also requests, and Defendant does not oppose, reimbursement of
16 litigation costs in the amount of \$8,268.91 as permitted under the Settlement. The Court finds
17 that this is fair and reasonable, and grants the reimbursement of costs in the full amount of
18 \$8,268.91.

19 13. Plaintiff also requests, and Defendant does not oppose, an Enhancement Award
20 for Plaintiff in the amount of \$7,500. The Court finds that this request is fair and reasonable, and
21 grants the requested Enhancement Award.

22 14. The Court approves as fair and reasonable an award of Settlement Administrator's
23 costs in the amount of \$9,500 to Phoenix Settlement Administrators.

24 15. The Court finds and determines that the payment to be made to the California
25 Labor and Workforce Development Agency ("LWDA") to satisfy alleged Labor Code violations
26 pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA") in the sum of
27 \$11,250, equating to 75% of the allocation of \$15,000 to Plaintiff's claims under PAGA, is fair
28 and reasonable. The remaining \$3,750, equating to 25% of the \$15,000 PAGA settlement shall

1 be distributed to the PAGA Group Members as defined in the Settlement at Section III.15.


2 16. Pursuant to California Rules of Court, Rule 3.769(h), the Court hereby enters a
3 final judgment and dismisses with prejudice Plaintiff's Causes of Action One through Seven and
4 Eight through Sixteen. The Court reserves exclusive and continuing jurisdiction over the
5 litigation, the Class Representative and the members of the Class and Defendant for purposes of
6 supervising the implementation, enforcement, construction, administration and interpretation of
7 the Settlement and this Order granting final approval.

8 17. This Court retains exclusive jurisdiction over the Action to consider all further
9 matters arising out of or connected with the Agreement and the Settlement. Notice of the
10 Court's entry of this Final Approval Order and Judgment shall be provided to the Participating
11 Class Members and PAGA Group Members by Class Counsel directing the Settlement
12 Administrator to post an electronic copy of this Order on the webpage ^{for a period of 60 days} dedicated to the
13 settlement of this Action.

14 18. The Court hereby sets an OSC Re: Compliance with Terms of Settlement to be
15 heard on 10-10-23 at 8:30am in Department 17 of this Court.
16 Plaintiff is instructed to file a declaration regarding compliance with the terms of the settlement
17 and disbursement of the settlement funds ~~by~~ on or before 10-10-23. Upon receipt
18 of the declaration, the Court may discharge the OSC

19 **IT IS SO ORDERED.**

20
21 **Dated:** 4-10-23

22 
23 **Honorable Thomas S. Clark**
24 **Judge of the Superior Court**