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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

OCT 10 2023

DAVID H. YAMASAKI, Clerk of the Court

BY: , DEPUTY

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12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF ORANGE

14 ALLAN ARANGO, ANTHONY
15 MARTINEZ, and ANDY BLASS, individuals,
16 on behalf of themselves, and on behalf of all
17 persons similarly situated,

18 Plaintiffs,

19 vs.

20 SCHLUMBERGER TECHNOLOGY
21 CORPORATION, a Corporation; and Does 1
22 through 50, Inclusive,

23 Defendants.

CASE NO.: 30-2019-01056839-CU-OE-CXC

~~RECEIVED PROPOSED~~ FINAL
APPROVAL ORDER AND JUDGMENT

Hearing Date: October 6, 2023
Hearing Time: 9:30 a.m.

Judge: Hon. William D. Claster
Dept.: CX104

Action Filed: March 14, 2019
Trial Date: Not Set

24
25 The motion of Plaintiffs Allan Arango, Andy Blass, and Anthony Martinez ("Plaintiffs")
26 for an order finally approving the Class Action and PAGA Settlement Agreement ("Agreement")
27 with Defendant Schlumberger Technology Corporation ("Defendant"), attorneys' fees and costs,
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FINAL APPROVAL ORDER AND JUDGMENT

1 service payments, and the expenses of the Administrator duly came on for hearing on October 6,
2 2023 before the Honorable William D. Claster.

3 I.

4 **FINDINGS**

5 Based on the oral and written argument and evidence presented in connection with the
6 motion, the Court makes the following findings:

7 1. All terms used herein shall have the same meaning as defined in the Agreement.

8 2. This Court has jurisdiction over the subject matter of this litigation pending before
9 the California Superior Court for the County of Orange, and over all Parties to this litigation,
10 including the Class.

11 3. Based on a review of the papers submitted by Plaintiffs and a review of the
12 applicable law, the Court finds that the Gross Settlement Amount of Two Million Seven Hundred
13 Thousand Dollars (\$2,700,000) and the terms set forth in the Agreement are fair, reasonable, and
14 adequate.

15 4. The Court further finds that the Settlement was the result of arm's length
16 negotiations conducted after Class Counsel had adequately investigated the claims and became
17 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
18 Settlement, the risks relating to certification, liability, and damages issues, and the assistance of an
19 experienced mediator in the settlement process, among other factors, support the Court's
20 conclusion that the Settlement is fair, reasonable, and adequate.

21 **Preliminary Approval of the Settlement**

22 5. On May 22, 2023, the Court granted preliminary approval of the Settlement and
23 approved conditional certification of the Class for settlement purposes only.

24 **Notice to the Class**

25 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
26 by first class mail to members of the Class at their last known addresses on or about July 10, 2023.
27 Mailing of the Class Notice to their last known addresses was the best notice practicable under the
28

1 circumstances and was reasonably calculated to communicate actual notice of the litigation and
2 the proposed settlement to the Class. The Class Notice given to the Class Members fully and
3 accurately informed the Class Members of all material elements of the proposed Settlement and of
4 their opportunity to object to or comment thereon or to seek exclusion from the Settlement; was
5 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
6 State of California, the United States Constitution, due process and other applicable law. The
7 Class Notice fairly and adequately described the Settlement and provided Class Members adequate
8 instructions and a variety of means to obtain additional information.

9 7. The deadline for opting out of the Class or submitting written objections to the
10 Settlement was September 8, 2023. There was an adequate interval between notice and the
11 deadline to permit Class Members to choose what to do and act on their decision. A full
12 opportunity has been afforded to the Class Members to participate in this hearing, and all Class
13 Members and other persons wishing to be heard have been heard. Class Members also have had a
14 full and fair opportunity to exclude themselves from the proposed Settlement and Class.
15 Accordingly, the Court determines that all Class Members who did not timely and properly submit
16 a request for exclusion are bound by the Settlement and this Final Approval Order and Judgment.

17 **Fairness Of Settlement**

18 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
19 48 Cal.App.4th 1794, 1801 (1996).

20 a. The settlement was reached through arm's-length bargaining between the
21 parties during an all-day mediation before Louis Marlin, a respected and experienced mediator of
22 wage and hour class actions. There has been no collusion between the Parties in reaching the
23 proposed settlement.

24 b. Plaintiffs' investigation and discovery have been sufficient to allow the
25 Court and counsel to act intelligently.

26 c. Counsel for both parties are experienced in similar employment class action
27 litigation. All counsel recommended approval of the Agreement.

1 d. The percentage of objectors and requests for exclusion is small. No
2 objections were received. One (1) timely request for exclusion was received.

3 e. The participation rate was high. 307 Class Members will be mailed a
4 settlement payment, representing 99.67% of the overall Class.

5 9. The consideration to be given to the Class Members under the terms of the
6 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
7 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
8 Members' claims, given the uncertainties and significant risks of the litigation and the delays
9 which would ensue from continued prosecution of the Action.

10 10. The Agreement is approved as fair, adequate and reasonable and in the best
11 interests of the Class Members.

12 **Attorneys' Fees and Costs**

13 11. An award of \$900,000 for attorneys' fees, representing one-third of the Gross
14 Settlement Amount, and \$103,422.75 for litigation costs and expenses, is reasonable, in light of
15 the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
16 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
17 and litigation expense billing statement.

18 **Class Representative Service Payment**

19 12. The Agreement provides for Class Representative Service Payments of not more
20 than \$10,000 to each of the Plaintiffs, subject to the Court's approval. The Court finds that Class
21 Representative Service Payments in the reduced amounts of \$7,500 to Plaintiff Arango and \$5,000
22 each to Plaintiffs Blass and Martinez are reasonable in light of the risks and burdens undertaken by
23 the Plaintiffs in this litigation, for their time and effort in bringing and prosecuting this matter on
24 behalf of the Class, and for their execution of a general release. In making this award, the Court
25 has considered only the factors set forth in *Golba v. Dick's Sporting Goods, Inc.* (2015) 238
26 Cal.App.4th 1251 and *Clark v. Am. Residential Servs. LLC* (2009) 175 Cal.App.4th 785.

27 **Administration Expenses Payment**

1 13. The Administrator shall calculate and administer the payments to be made to the
2 Participating Class Members and Aggrieved Employees, transmit payment for attorneys' fees and
3 costs to Class Counsel, transmit the Class Representative Service Payments to the Plaintiffs,
4 distribute the PAGA Penalties, issue any required tax reporting forms, calculate withholdings and
5 perform the other remaining duties set forth in the Agreement. The Administrator has documented
6 \$14,460 in fees and expenses, and this amount is reasonable in light of the work performed by the
7 Administrator.

8 **PAGA Penalties**

9 14. The Agreement provides for PAGA Penalties in the amount of \$75,000 to be paid
10 out of the Gross Settlement Amount, which shall be allocated 75% (\$56,250) to the LWDA PAGA
11 Payment and 25% (\$18,750) to the Individual PAGA Payments to be distributed by (a) dividing
12 the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$18,750) by the total
13 number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and
14 (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved
15 Employees assume full responsibility and liability for any taxes owed on their Individual PAGA
16 Payment. "Aggrieved Employees" are all individuals who are or were employed by Defendant
17 Schlumberger Technology Corporation in California and classified as non-exempt at any time
18 during the PAGA Period. The "PAGA Period" is February 24, 2018 through September 1, 2022.
19 The LWDA was notified of the settlement and served with a copy of the Agreement, and the
20 LWDA has not objected to the Settlement. The Court finds this PAGA Penalties amount to be
21 reasonable.

22 **II.**

23 **ORDERS**

24 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

25 1. The Class is certified for the purposes of settlement only. The Class is hereby
26 defined as follows:

27 All individuals who are or previously were employed by Defendant Schlumberger
28 Technology Corporation in California and classified as non-exempt at any time
during the Class Period

FINAL APPROVAL ORDER AND JUDGMENT

1 The Class Period is March 14, 2015 through September 1, 2022.

2
3 2. All persons who meet the foregoing definition are members of the Class, except for
4 those individuals who filed a valid request for exclusion ("opt out") from the Class: The one (1)
5 individual who requested exclusion is Hanalore Dietrich.

6 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
7 best interest of the Class. The payment of the Individual Class Payments to the Participating Class
8 Members as set forth in the Agreement is approved.

9 4. Class Counsel are awarded attorneys' fees in the amount of \$900,000 and costs in
10 the amount of \$103,422.75. Class Counsel shall not seek or obtain any other compensation or
11 reimbursement from Defendant, Plaintiff or members of the Class.

12 5. The payment of the Class Representative Service Payments in the in the reduced
13 amounts of \$7,500 to Plaintiff Arango and \$5,000 each to Plaintiffs Blass and Martinez are
14 approved.

15 6. The payment of \$14,460 to the Administrator for their fees and expenses is
16 approved.

17 7. The PAGA Penalties amount of \$75,000 is approved to be distributed in
18 accordance with the Agreement.

19 8. The Agreement and this Settlement are not an admission by Defendant, nor is this
20 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
21 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
22 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
23 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
24 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
25 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
26 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
27 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
28 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval

FINAL APPROVAL ORDER AND JUDGMENT

1 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
2 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
3 theory of claim or issue preclusion or similar defense as to the claims being released by the
4 Settlement.

5 9. Notice of entry of this Final Approval Order and Judgment shall be given to all
6 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
7 and Judgment shall be posted on the Administrator's website as set forth in the Class Notice to the
8 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
9 to individual Class Members.

10 10. If the Agreement does not become final and effective in accordance with the terms
11 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
12 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
13 revert to their respective positions as of before entering into the Agreement, and expressly reserve
14 their respective rights regarding the prosecution and defense of this Action, including all available
15 defenses and affirmative defenses, and arguments that any claim in the Action could not be
16 certified as a class action and/or managed as a representative action.

17 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

18 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
19 Plaintiffs, and all members of the Class, shall take nothing in the Action.

20 2. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
21 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
22 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
23 arising from or in connection with the distribution of settlement benefits.

24 3. The Parties are authorized, with further approval from the Court, to agree to and to
25 adopt such amendments, modifications and expansions of the Agreement and all exhibits attached
26 thereto which are consistent with this Final Approval Order and Judgment and do not limit the
27 rights of the Parties or Class Members under the Agreement.

1 4. Each party shall bear its own attorneys' fees and costs, except as otherwise
2 provided in the Agreement and in this Final Approval Order and Judgment.

3 5. Effective on the date when Defendant fully funds the entire Gross Settlement
4 Amount, Participating Class Members, on behalf of themselves and their respective former and
5 present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns,
6 release Released Parties from the Released Class Claims as set forth in the Agreement.

7 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

8 (a) "Released Class Claims" means all claims that were alleged, or reasonably
9 could have been alleged, based on facts stated in the Operative Complaint which occurred during
10 the Class Period, and expressly excluding all other claims, including claims for vested benefits,
11 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
12 insurance, disability, social security, workers' compensation, or claims based on facts occurring
13 outside the Class Period.

14 (b) "Released Parties" collectively mean: Defendant and each of its former,
15 present and future parents, d/b/a's, joint ventures, divisions, subsidiaries, partnerships, successors,
16 successors in interest, asset purchasers, assigns, predecessors, customers, contractors, suppliers,
17 affiliates (whether or not they are wholly owned) and other related entities which are alleged to be
18 joint employers together with the directors, officers, board of directors, owners, lessees,
19 managers, shareholders, underwriters, insurers, re-insurers, employees, agents, assigns, customers,
20 contractors, suppliers, and attorneys of any of them.

21 7. Effective on the date when Defendant fully funds the entire Gross Settlement
22 Amount, , the Released Parties shall be entitled to a release from the State of California and the
23 Aggrieved Employees of all claims for PAGA penalties that were alleged, or reasonably could
24 have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice,
25 which occurred during the PAGA Period. The Released PAGA Claims do not include all other
26 claims, including claims for vested benefits, wrongful termination, violation of the Fair
27 Employment and Housing Act, unemployment insurance, disability, social security, workers'

1 compensation, or claims based on facts occurring outside the PAGA Period ("Released PAGA
2 Claims"). The release of the Released PAGA Claims shall be effective as to all Aggrieved
3 Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion
4 from the Class.

5 8. As of the Effective Date, Plaintiffs have generally and fully released and
6 discharged the Released Parties from any known or unknown claims, including a waiver of
7 California Code of Civil Procedure section, as fully set forth in the Agreement.


8 9. If a settlement check remains uncashed by the expiration date, the funds from such
9 uncashed checks will be paid to the California State Controller's Unclaimed Property Fund in the
10 name of the Participating Class Member/Aggrieved Employee.

11 10. Pursuant to CCP §384(b), Plaintiff shall submit to the Court a final report on or
12 before July 31, 2024 setting forth the actual amounts paid to class members and other amounts
13 disbursed pursuant to the settlement. Upon receiving the report, the Court will determine whether
14 further reports and/or a hearing will be necessary.

15 11. THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS
16 OF THE AGREEMENT. PURSUANT TO CALIFORNIA RULE OF COURT 3.769, THE
17 COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS
18 ORDER AND THE AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
19 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE THIS
20 ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

21
22 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

23
24 Dated: 10-10-23

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26 HON. WILLIAM D. CLASTER
27 JUDGE, SUPERIOR COURT OF CALIFORNIA
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I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037.

1. [REVISED PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

THE KULLMAN FIRM, PLC	THE KULLMAN FIRM, PLC
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Attorneys for Defendant

Executed on October 6, 2023, at La Jolla, California.

/s/ Kyle Nordrehaug
Kyle Nordrehaug