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11 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
12 **IN AND FOR THE COUNTY OF KERN**

13 * * *

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

16 Plaintiff,

17 vs.

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

21 Defendants.

22 Case No. BCV-21-101646

23 **DECLARATION OF JARED HAGUE**
24 **IN SUPPORT OF MOTION FOR**
25 **ATTORNEYS' FEES AND COSTS**

26 Date: March 27, 2023

27 Time: 8:30 a.m.

28 Dept.: 17

Judge: Hon. Thomas S. Clark

*[To be heard concurrently with
Plaintiff's Motion for Final Approval
of Class Settlement]*

1 I, JARED HAGUE, declare as follows:

2 1. I am an attorney duly licensed to practice law in the States of California and
3 Nevada, and before this Court. I am a partner of the law firm Sutton Hague Law Corporation,
4 P.C., (hereinafter “Sutton Hague”) attorneys of record for Plaintiff Aaron Dickerson (hereinafter
5 “Plaintiff”) in this case. The facts set forth herein are personally known to me, unless otherwise
6 noted, and are based on my firsthand knowledge and/or observation, and, if called as a witness, I
7 could and would competently testify thereto under oath.

8 2. This declaration is submitted in support of Plaintiff’s Motion for Attorneys’ Fees
9 and Costs.

10 3. As set forth in greater detail in my declaration in support of approval of the
11 Settlement, the settlement amount reflects my professional analysis of the risks inherent in this
12 case, including litigation risks and the risks inherent under California law.

13 4. With respect to my qualifications, I have over 15 years of experience as a practicing
14 attorney, all of which have focused on issues of employment and labor law. I graduated from
15 University of Utah in 2004, and graduated from Pacific University, McGeorge School of Law in
16 2007. While in law school, I was on the Pacific McGeorge Global Business & Development Law
17 Journal. I have authored various articles for journals and newsletters on topics related to
18 employment law matters.

19 5. I began my career as an employment law attorney with the Fresno firm of Sutton
20 Hatmaker Law Corporation where I immediately began working on complex litigation matters,
21 including wage-and-hour class actions.

22 6. Sutton Hague Law Corporation was founded in 2014. Our firm specializes in
23 employment and labor law, and represents both plaintiffs and defendants in such matters. Mr. Brett
24 Sutton and I worked closely together on a number of wage-and-hour class action cases at Sutton
25 Hatmaker Law Corporation, where we successfully recovered millions of dollars on behalf of
26 plaintiffs, and Sutton Hague has also recovered millions of dollars on behalf of plaintiffs. I have
27 worked on both the plaintiff and defense side of a number of wage-and-hour class action cases in
28 both federal and state court, including: *Bermejo, et al. v. Ro's Precise Painting, et al.*, Case No.

1 10CECG01318 (Fresno Sup. Ct.); *Gonzalez, et al. v. California Dairies, Inc.*, Case No. 08-226450
2 (Tulare Sup. Ct.); *Valdez, et al. v. Dish Network Corporation et al.*, Case No. A-09-604830-C
3 (Nevada, Clark Sup. Ct., removed to Nevada District, Case No. 2:10-cv-00023-RLH-PAL);
4 *Wright, et al. v. LinkUs Enterprises, Inc.*, Case No. 2:07-cv-01347-MCE-CMK (California Eastern
5 District); *Heinz v. Pacific Gas & Electric Company., et al.*, Case No. CGC-10-503452 (San
6 Francisco Sup. Ct.); *Meza v. LinkUs Enterprises, Inc.*, Case No. S-1500-CV-274733 LHB (Kern
7 County Sup. Ct.); *Gutierrez v. LinkUs Enterprises, Inc.*, Case No. MCV065774 (Madera County
8 Sup. Ct.); *Buck v. Saputo Cheese USA, Inc.*, Case No. 256347 (Tulare County Sup. Ct.); *Turk v.*
9 *Gale/Triangle, Inc. et al.*, Case No. 39-2014-00310027-CU-OE-STK (San Joaquin County Sup.
10 Ct.); *Torchia v. W.W. Grainger, Inc.*, Case No. 1:13-cv-01427-LJO-JLT (California Eastern
11 District); *Farnsworth v. California Transplant Donor Network*, Case No. RG13669714 (Alameda
12 County Sup. Ct.); *Hildebrand v. LinkUs Enterprises, Inc.*, Case No. Dr150155 (Humboldt County
13 Sup. Ct.); *Garcia v. Gordon Trucking, Inc.*, Case No. 1:10-cv-00324-OWW-SKO (California
14 Eastern District); *Van Kempen v. Matheson Tri-Gas, Inc.*, Case No. 15-cv-00660-HSG (California
15 Northern District); *Gonzalez-Garcia et al. v. Firefly Westside, LLC*, Case No. A-15-717966-C
16 (Eighth Judicial District Court of Nevada); *Nickeson v. Pacific Distributing, Inc. et al.*, Case No
17 15CECG00314 (Fresno County Sup. Ct.); *Aguirre v. Mariani Nut Company, Inc.*, Case No. 34-
18 2016-00190252 (Sacramento County Sup. Ct.); *Cruz et al. v. Merry Maids of Fresno et al.*, Case
19 No. 1:15-cv-01563-TLN-EPG (California Eastern District); *Brewer v. Saputo Dairy Foods USA,*
20 *LLC*, Case No. VCU266443 (Tulare County Sup. Ct.); *Turk v. Gale/Triangle, Inc. et al.*, Case No.
21 2:16-cv-00783-MCE-DB (California Eastern District); *Slattery et al. v. Boot Barn, Inc.*, Case No.
22 30-2016-00877430-CU-OE-CXC; *Blithe v. A&A Concrete Supply, Inc. et al.*, Case No. 34-2016-
23 00190795 (Sacramento County Sup. Ct.); *Haugen v. Big League Dreams Cathedral City, LLC,*
24 Case No. RIC1515377 (Riverside County Sup. Ct.); *Uribe v. Conduit Language Specialists, Inc.*,
25 Case No. BC589744 (Los Angeles County Sup. Ct.); *Payne v. Pros, Inc.*, Case No. BCV-
26 16100356LHB (Kern County Sup. Ct.); *Sadler v. Ensignal, Inc.*, Case No. MCV073249 (Madera
27 County Sup. Ct.); *Mikuta et al. v. Swift Pork Company et al.*, Case No. BC618624 (Los Angeles
28 County Sup. Ct.); *Hamrick et al. v. Wyndham Vacation Ownership, Inc.*, Case No. 37-2018-

1 00014601-CU-OE-CTL (San Diego County Sup. Ct.); *Easley v. Institute of Technology, Inc.*, Case
2 No. 9000308 (Stanislaus County Sup. Ct.); *Calbee North America Wage and Hour Cases*,
3 Consolidated Case No. FCS044527 (Solano Cty. Sup. Ct.); *Smothers v. Northstar Alarm Services*,
4 *LLC*, Case No. 2:17-cv-00548-KJM-KJN (California Eastern District); *Sullivan v. Softpath*
5 *System, LLC, et al.*, Case No. FCS049482 (Solano County Sup. Ct.); *Snipes v. Dollar Tree*
6 *Distribution, Inc.*, Case No. 2:15-cv-00878-MCE-KJN (California Eastern District); *Stapleton et*
7 *al. v. Covenant Care California, LLC et al.*, Case No. 37-2018-00010777 (San Diego County Sup.
8 Ct.); and *Schoelkoph v. North American On-Site, LLC*, Case No. 18CV333915 (Santa Clara
9 County Sup. Ct.); *Edwards v. HealthComp, LLC*, Case No. 20CECG02338 (Fresno County Sup.
10 Ct.). I have also handled numerous cases on behalf of plaintiffs and defendants involving wage
11 and hour-related claims brought on a representative basis under the Labor Code Private Attorneys’
12 General Act of 2004 (“PAGA”).

13 7. I personally invested 224.65 hours of work on this case, over the course of nearly
14 two years since its inception. My hourly billing rate for this case is \$700. My rate and the rates of
15 the other attorneys who worked on this case are calculated by reference to the Laffey Matrix,
16 available at <http://laffeymatrix.com>, which California courts have recognized as one measurement
17 for attorneys' fees in the context of wage and hour class actions and lodestar cross-checks. Under
18 the Laffey Matrix, an attorney with 11 to 19 years of practice could have charged an hourly rate
19 of between \$747 and \$764 during the pendency of this litigation. All the 224.65 hours I have
20 worked and will work on this case are and were necessary to the litigation of this case.

21 8. On or about December 27, 2022, at Class Counsel’s direction and pursuant to the
22 Court’s December 1, 2022 granting preliminary approval to the parties’ Class Action and PAGA
23 Settlement (hereinafter “the Settlement”) and related notice plan appointing Phoenix Settlement
24 Administrators, Inc. as the Settlement Administrator, Phoenix mailed the Notice of Settlement to
25 the Settlement Class Members. The Notice of Settlement specifically notified the Settlement Class
26 that Class Counsel would be seeking an award of \$154,984 in attorneys’ fees plus reimbursement
27 of litigation costs and expenses in the amount of no more than \$10,000. A true and correct copy
28 of the Class Notice is attached hereto as **Exhibit “1.”**

1 9. As part of the notice plan, the parties receive a weekly report from Phoenix detailing
2 the Settlement Class' response to the Settlement that includes the number of opt-outs, whether
3 "valid" or "invalid," and any objections to the Settlement received through the date of the report.
4 I received the weekly report on January 20, 2023, and as of receipt of the report, no Settlement
5 Class Member objected to the Settlement.

6 10. As previously reported to the Court as part of Plaintiff's Motion for Preliminary
7 Approval of Class Settlement, each participating Settlement Class Member is receiving an
8 estimated average recovery of approximately \$603.20, which is a significant amount and higher
9 than many other average recoveries in wage and hour class action cases. I believe this factor is
10 contributing to the favorable response to the Settlement thus far.

11 I declare under penalty of perjury under the laws of California that the foregoing is true
12 and correct and that this declaration was executed on this 23rd day of January, 2023, at Henderson,
13 Nevada.

14 Dated: January 24, 2023

SUTTON HAGUE LAW CORPORATION, P.C.


15
16
17 By: 
18 JARED HAGUE
19 Attorney for Plaintiff
20 AARON DICKERSON

EXHIBIT 1

According to the records of Aera Energy, LLC, you were employed as a non-exempt, hourly employee by Aera Energy between July 29, 2017 and **December 1, 2022**.

Your estimated individual settlement amount from the settlement described below is \$, if you choose to participate in the settlement and the Court grants final approval.

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

AARON DICKERSON, an individual;

Plaintiff,

vs.

AERA ENERGY, LLC, a California limited liability company; and Does 1-50, inclusive,

Defendants.

CASE NO.

**NOTICE OF CLASS ACTION
SETTLEMENT**

The Superior Court of the State of California in and for the County of Kern (“the Court”) preliminarily approved a settlement of this lawsuit and authorized this Notice of Class Action Settlement (“Notice”). This is not a solicitation from a lawyer. You are not being sued.

You have received this Notice of Class Action Settlement because Aera Energy, LLC’s (“Defendant” or “Aera”) records show you were employed in California by Aera as a non-exempt hourly employee at any time between July 29, 2017, and **December 1, 2022, and are therefore likely to be what is called a “Settlement Class Member” or “Class Member.” You should read this Notice carefully because it will affect your rights.**

CLASS SETTLEMENT OVERVIEW

Recently, Plaintiff Aaron Dickerson (“Plaintiff”), on behalf of himself and Settlement Class Members, and Aera in the above-mentioned lawsuit reached an agreement on the terms of a class action settlement between Aera Energy, LLC and all non-exempt hourly employees who performed work for Aera at any time from July 29, 2017, to **December 1, 2022**. Generally, Plaintiff alleges that Aera did not provide its non-exempt employees in California with all legally required wages, meal breaks, accurate wage statements, and timely pay upon separation of employment.

Aera denies all of Plaintiff’s claims and denies violating any law, and asserts that, at all times, its actions and business practices have been lawful and appropriate. Defendant is settling this action only to avoid the cost, inconvenience, and distraction of protracted and burdensome litigation.

The Court presiding over this case has not yet ruled on the merits of any of Plaintiff’s claims. Plaintiff and his attorneys entered into settlement discussions with Defendant in an attempt to resolve the disputed claims in this case. The parties have negotiated a settlement on behalf of themselves and the Class Members with the assistance of a mediator.

The currently proposed class action settlement seeks to resolve alleged violations and violations that could have been asserted arising out of the allegations of the Plaintiff’s Complaint. You are receiving this notice because you are a likely member of the Settlement Class. For that reason, please carefully review this notice, which describes your legal rights and options in this settlement.

SETTLEMENT CLASS MEMBERS: SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

OPTIONS	LEGAL RIGHTS RESULTING FROM OPTION
<p><u>OPTION 1:</u> DO NOTHING. PARTICIPATE IN THE CLASS SETTLEMENT AND AUTOMATICALLY RECEIVE A PAYMENT.</p>	<p>If you want to participate in the settlement and receive your settlement payment, you do not need to do anything. If the Court grants final approval to the settlement, you will automatically receive a payment and you will fully, finally, and forever completely release and discharge the Released Parties from the Released Claims for the Class Period, described below.</p>
<p><u>OPTION 2:</u> EXCLUDE YOURSELF FROM THE CLASS. DO NOT PARTICIPATE IN THE SETTLEMENT AND DO NOT RECEIVE A PAYMENT.</p>	<p>If you do NOT want to participate in the Settlement and receive a payment, you must submit a written request to exclude yourself from the Settlement postmarked no later than February 10, 2023, as explained below. If you timely submit a valid opt-out request, you will NOT release your class claims against Defendant.</p>
<p><u>OPTION 3:</u> OBJECT.</p>	<p>If you wish to object to the Settlement because you believe it is unfair or unreasonable, you must submit a written objection, as explained below. If the Court rejects your objection, you will still be entitled to participate in the settlement unless you have excluded yourself by opting out of the Settlement as explained below. If the Court agrees with your objection, the parties can choose to withdraw the settlement or change its terms.</p>

These rights and options—and the deadlines to exercise them—are explained in this Notice.

BASIC INFORMATION

1. Why did I receive this Notice?

You received this Notice because Defendant’s records show that you were employed by Defendant as a non-exempt hourly employee in California during all or part of a time between July 29, 2017, and **December 1, 2022**. This Notice explains that the Court has granted preliminary approval of a proposed settlement of a class action lawsuit that may affect you. You have legal rights and options that you may exercise before the Court decides whether to grant final approval of the proposed settlement.

2. What is this lawsuit about?

Plaintiff Aaron Dickerson sued Defendant on behalf of himself and other non-exempt hourly employees in California employed by Defendant between July 29, 2017 and **December 1, 2022**. Plaintiff asserts that Defendant owes Plaintiff and other non-exempt employees additional compensation for regular and overtime wages, meal periods, as well as penalties for inaccurate itemized wage statements and waiting time penalties. Plaintiff seeks damages for lost wages, interest, and penalties. He also seeks attorneys’ fees and expenses.

Aera denies all of Plaintiff’s claims and denies violating any law, and asserts that, at all times, its actions and business practices have been lawful and appropriate. Defendant is settling this action only to avoid the cost, inconvenience, and distraction of protracted and burdensome litigation. By agreeing to settle, Defendant is in no way admitting (1) liability on any of the factual allegations or claims in this case, nor (2) that this case can or should proceed as a class action in the event the parties’ Settlement does not become effective and the litigation goes forward.

The Court presiding over this case has not yet ruled on the merits of any of Plaintiff’s claims. This means that there has not been a ruling as to who wins and who loses. If you want to see a copy of the complaint, answer, or any other pleadings, you may contact the Settlement Administrator or Class Counsel (contact below).

Plaintiff and his attorneys entered into settlement discussions with Defendant in an attempt to resolve the disputed claims in this case. The parties have negotiated a settlement on behalf of themselves and the Class Members with the assistance of a mediator. The parties’ agreement has been documented in the Stipulation of Class Action Settlement and Release (“Settlement”).

3. What is a class action and who is involved?

The Parties agreed to treat this case as a class action for purposes of settlement only. In a class action, one or more persons, in this case Aaron Dickerson, files a lawsuit on behalf of people who have similar claims. These people together are called “Settlement Class Members.” The company sued is called the Defendant, in this case, Aera Energy, LLC. Settlement Class Members and Defendant are sometimes referred to in this Notice as the “Parties.” Defendant’s records show that you are a potential member of the Settlement Class.

In a class action, one court resolves the issues for everyone in the class, except for those people who decide to exclude themselves from the class. The Settlement Class Members who do not send a request for exclusion postmarked no later than **February 10, 2023** as explained below in the section entitled “Excluding Yourself From The Settlement” are called “Participating Class Members.”

In this case, the Parties have decided to settle the case. The Court has made a preliminary determination that the proposed settlement appears fair, adequate, and reasonable. The Court will decide whether to finally approve the proposed settlement after the Settlement Class Members are given a chance to exclude themselves from or object to the proposed settlement.

4. Is there any money available now?

No money or benefits are available right now. If the Court gives final approval to the settlement, then you will automatically be sent your portion of the settlement once the Court’s order becomes final, unless you choose to exclude yourself from the settlement.

5. I want to receive my share of the settlement. What do I do?

To receive your share of the Settlement, you do not need to do anything. You will automatically receive your share of the Settlement as long as you do not affirmatively request to be excluded from the Settlement before **February 10, 2023.**

THE SETTLEMENT BENEFITS-WHAT YOU RECEIVE

1. What does the settlement provide?

Plaintiff, on behalf of himself and Participating Class Members, and Defendant have agreed to settle this case by dismissing this Action and discharging the Released Claims in exchange for a Gross Settlement Amount of \$465,000. The Gross Settlement Amount includes the following payments, each requiring the Court’s approval: (1) attorneys’ fees (up to \$154,984) and costs (up to \$10,000), (2) Settlement Administration Costs (up to \$15,000), and (3) a \$15,000 California Private Attorneys General Act (“PAGA”) Payment, of which 75% will be paid to the California Labor and Workforce Development Agency and 25% will be paid to the PAGA Group. The amount remaining after these payments, the “Net Class Settlement Fund,” will be distributed to the Participating Class Members.

If you do not timely exclude yourself from the Settlement, you will receive a check for your individual share of the Net Class Settlement Fund.

2. What can I get from the settlement?

The amount of your share of the Net Class Settlement Fund is calculated as follows:

A Settlement Administrator will divide the Net Class Settlement Fund by the total number of pay periods for all Participating Class Members resulting in a value for each pay period worked by the Participating Class Members during the Class Period. This number is called the “Pay Period Value.” The Settlement Administrator will then multiply the number of pay periods for each Participating Class Member by the Pay Period Value. All Participating Class Members will be entitled to payment for at least one (1) pay period.

According to the Settlement Administrator’s calculations, you have [redacted] pay periods during the Class Period. Accordingly, assuming 100% participation by the Settlement Class, your estimated Individual Gross Settlement Amount is \$ [redacted]. This number could vary depending on the ultimate number of Participating Class Members and any adjustments to the awards or payments to Plaintiff, Class Counsel, and/or the Settlement Administrator.

If you believe the pay periods calculation is incorrect and wish to dispute it, please contact the Settlement Administrator at **P.O. Box 7208, Orange, CA 92863** by **February 10, 2023**. The calculation above will control unless you are able to provide documentation establishing that the information on which the calculation is based was in error. The Settlement Administrator will review such documentation and may provide it to Class Counsel and/or Defense Counsel to determine the actual number of pay periods and estimated Individual Settlement Amount.

3. Will taxes be withheld from my settlement payment?

Your Individual Settlement Amount will include a 20% wage portion (representing unpaid wages), and a 80% non-wage portion (representing non-wage damages, penalties, and interest). Using each Participating Class Member's last-reported withholding status, the Settlement Administrator will deduct the state and federal withholding taxes and other applicable payroll deductions owed as a result of the settlement payment from the wage portion of each member's settlement. The wage portion of the Settlement Class Member's Individual Settlement Amount will be reported to the appropriate taxing authorities on an IRS Form W-2 or similar form. The non-wage portion of the Settlement Class Member's Individual Settlement Amount will be reported to the appropriate taxing authorities on an IRS Form 1099 or similar form. Other than the withholding and reporting requirements specifically set forth above, Settlement Class Members are solely responsible for all taxes due on payments made pursuant to the settlement. Any payroll taxes owed by the Defendant will be paid by the Defendant separate and apart from the Gross Settlement Amount.

This Notice is not intended to provide legal or tax advice. To the extent this Notice is interpreted to contain or constitute advice regarding any United States or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code.

4. What am I giving up if I stay in the class?

If you choose to participate in the Settlement you will be bound by any judgment entered in this Action and fully, finally, and forever completely release and discharge the Released Parties from the Released Claims between July 29, 2017, and **December 1, 2022** (the "Class Period"). The "Released Claims" are:

Any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under state law for any alleged failure to pay all wages due (including minimum wage and overtime wages), failure to pay for all hours worked, failure to provide meal periods, failure to timely pay wages and final wages, failure to furnish accurate wage statements including claims derivative and/or related to these claims during the Class Period. Released Claims shall include all claims and theories arising under the California Labor Code, wage orders, and applicable regulations, including Labor Code Sections 201, 202, 203, 204 210, 226, 510, 512, 1194, 1194.2, and 1197, as well as claims under Business and Professions Code section 17200 et seq., and/or Labor Code Section 2698 et seq. based on alleged violations of the above Labor Code provisions, that were asserted in the lawsuit.

The "Released Parties" are:

Defendant and its present and former affiliates and all of their officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them.

HOW YOU STAY IN THE CLASS AND RECEIVE A PAYMENT

1. How can I receive a payment?

If this Notice was sent to you at your current address, you do not need to do anything further to receive payment. If this Notice was forwarded by the postal service, or if it was otherwise sent to you at an address that is not current, or if you have changed your address, then you should immediately notify the Settlement Administrator in writing stating your name and past and current addresses.

The Settlement Administrator's address is:

By U.S. Mail:

**Dickerson v. Aera Energy, LLC:
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863**

Otherwise, you do not need to do anything to receive a payment for the Settlement.

2. What if I get my payment and don't cash it?

If you receive the payments described in this Notice and you do not cash your check, you will still be bound by the terms of the settlement as they relate to the Settlement and you will release all claims released under the settlement. You must cash your check within 180 days after it is mailed by the Settlement Administrator. Uncashed settlement funds will be sent to the non-profit organization Legal Aid at Work.

3. What happens if I do nothing at all?

If you do nothing at all (i.e. do NOT timely submit a written request to opt-out of the Settlement postmarked no later than **February 10, 2023**) then you will receive your Individual Settlement Share for the Settlement. You will be bound by the terms of the Settlement and you will have released your claims against Defendant as provided for in the Settlement.

For further information, or if you have any questions or concerns about this process, you can speak with Class Counsel in this case identified under the heading "How do I contact Class Counsel to obtain additional information?"

EXCLUDING YOURSELF FROM THE CLASS AND SETTLEMENT

If you want to retain the right to pursue claims related to this case against Defendant and/or you do NOT want a payment from this settlement, then you must exclude yourself. Excluding yourself is also referred to as "opting out." **If you exclude yourself, you will not receive money from this settlement.**

1. How do I request to be excluded from the settlement?

To be excluded from the California Class portion of the settlement, you must submit a written opt-out request to the Administrator at the following address:

By U.S. Mail:

**Dickerson v. Aera Energy, LLC:
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863**

Your opt-out request must be **postmarked no later than February 10, 2023**. The request must contain the following information: 1) Your intention to be excluded from the Settlement in the form of a statement that "I wish to opt out from the Dickerson v. Aera Energy settlement;" 2) Your name, address, telephone number and the last four digits of your Social Security number; and 3) Your signature. If this written opt-out request is postmarked no later than **February 10, 2023**, you will be considered excluded or opted-out of the Settlement. As a result, you will not be entitled to any part of the settlement payments made to the members of this class. You will also not release your claims against Defendant, and you will be barred from filing an objection to the Settlement. If you submit an Opt Out which is not postmarked by **February 10, 2023**, your request for exclusion will be rejected, and you will be included in the Settlement Class.

Please be advised that any part of your Social Security number on any document will be redacted before it is filed with the Court or becomes part of the public docket in this case. Your Social Security number will remain private.

2. If I do not exclude myself, can I sue Defendant for the same claims later?

No. If you decide to participate in the Settlement, you will be bound by all terms of the Settlement and any final judgment entered in the Action if the settlement is approved by the Court. The settlement and final judgment will include a full release of claims in this Action, which will prevent you from suing Defendant or any related persons or entities for the claims released by the Settlement. You may review the full release of claims in the section "What am I giving up if I stay in the class?" If you have a pending lawsuit, speak to your lawyer in that case immediately.

3. If I exclude myself, can I get money from this class settlement?

No. If you exclude yourself, you are asking not to be included in the class settlement. However, you will still be a member of the PAGA Group and receive your Individual PAGA Payment.

THE LAWYERS REPRESENTING YOU

1. Do I have a lawyer in this case?

The Court has appointed **Sutton Hague Law Corporation, P.C.** as Class Counsel for purposes of settlement only to represent you and all Settlement Class Members. You do not need to hire your own lawyer because Class Counsel is working on behalf of all class members. But, if you want to hire your own lawyer, you may do so at your own expense. For example, you can hire your own legal counsel to appear in Court for you if you want someone other than Class Counsel to speak for you. Class Counsel's contact information is provided below on page 7.

2. How will the lawyers be paid?

The amount of attorneys' fees and costs awarded to the Class Counsel will be subject to the Court's discretion. You will not have to pay these fees and costs separately. Class Counsel will request that the Court approve an award of attorneys' fees in an amount not to exceed \$154,984 and litigation costs of up to \$10,000. The attorneys' fees and costs will be paid out of and deducted from the Gross Settlement Amount.

You may view the motion for attorneys' fees and costs on the class website at <https://www.phoenixclassaction.com/dickerson-v-aera-energy/> and you may object to that motion at the final fairness hearing.

OBJECTING TO THE SETTLEMENT

1. How do I object?

If you think that the proposed settlement is unfair, inadequate, or unreasonable, you can object to the proposed settlement. If you want to object to any part of the settlement, you must mail a written statement of objection ("Notice of Objection") to the Settlement Administrator no later than **February 10, 2023** at the following address:

By U.S. Mail:

Dickerson v. Aera Energy, LLC:
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

The postmark date of the mailing shall be deemed the exclusive means for determining that a Notice of Objection is timely. The Notice of Objection must identify the Class Member's full name, address, telephone number, and the last four digits of the Class Member's social security number; the case name and number; a statement of the Class Member's basis for any objections to the Parties' settlement; a statement advising whether the objecting Class Member plans to address the Court at the Settlement Fairness Hearing and any legal briefs, papers or memoranda the objecting Class Member proposes to submit to the Court; and, if the objecting Class Member is represented by counsel, the name and address of his or her counsel.

Late objections will not be considered. By filing an objection, you are not excluding yourself from the Settlement. To exclude yourself from the Settlement, you must follow the directions described above.

You may, if you wish, also appear at the Final Fairness and Approval Hearing set for **March 27, 2023 at 8:30 a.m.** at Metropolitan Division Building, 1415 Truxton Avenue, Bakersfield, California 93301, and discuss your objections with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the Hearing at your own expense.

If you choose to object, you will still be entitled to the money from the Settlement. If the Court overrules your objections, you will be deemed to have released the Released Claims.

2. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you cannot object. You must choose one option only.

THE COURT'S FINAL FAIRNESS AND APPROVAL HEARING

The Court will hold a hearing, the Honorable Thomas S. Clark presiding, on **March 27, 2023**, at **8:30 a.m.** at the Metropolitan Division Building, 1415 Truxton Avenue, Bakersfield, California 93301, to determine whether (1) the proposed settlement is fair, adequate, reasonable, and (2) whether the applications for attorneys' fees and costs should be approved. The Court will consider any objections to the settlement at this hearing. If the Court approves the settlement, it will enter an order granting final approval of the settlement. At the hearing, Class Counsel will speak on behalf of class members and answer any questions Judge Clark might have.

You are not required to attend the Final Fairness and Approval Hearing, but you or your lawyer may attend if you so choose. If you are a participating class member and you wish to speak or have your lawyer speak for you, you may do so.

GETTING MORE INFORMATION

1. Are there more details about the settlement?

This Notice only summarizes the proposed settlement. However, if you visit this website <https://www.phoenixclassaction.com/dickerson-v-aera-energy/>, you will be able to view copies of some of the documents that were filed in this case, including a full copy of the Settlement and all of the papers filed by the Parties for approval of the Settlement. You may also go to the Court and review the records that were filed in this case, which may be inspected at the office of the Clerk of Court located at 1415 Truxton Avenue, Bakersfield, California 93301, during regular business hours of each Court day. Or, you may contact Class Counsel, whose contact information is provided below.

2. Can I read a copy of the settlement agreement?

Yes. A copy of the Settlement is available to review at <https://www.phoenixclassaction.com/dickerson-v-aera-energy/>.

3. If the settlement agreement is approved at the final fairness hearing, where can I review a copy of the Court's order and judgment?

If the Court grants final approval to the Settlement and enters judgment in accordance with the Settlement, you will be able to view a copy of the final approval order and judgment at <https://www.phoenixclassaction.com/dickerson-v-aera-energy/>.

4. How do I contact Class Counsel to obtain additional information?

All questions regarding this Notice and/or the settlement should be directed to the Settlement Administrator or your Class Counsel at:

CLASS COUNSEL:

S. Brett Sutton, Esq.

Jared Hague, Esq.

SUTTON HAGUE LAW CORPORATION, P.C

5200 N. Palm, Suite 203

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PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT, OR DEFENDANT'S