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**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA**

STEPHANIE A. VEGA and MICHAEL D.  
McNATT as individuals, and on behalf of  
all others similarly situated,

Plaintiffs,

vs.

WEATHERFORD U.S., LIMITED  
PARTNERSHIP, a Louisiana limited  
partnership; WEATHERFORD  
ARTIFICIAL LIFT SYSTEMS, LLC, a  
Delaware limited liability company; and  
DOES 3 through 10,

Defendants.

Case No. 1:14-cv-01790---JLT

**DECLARATION OF PAUL K.  
HAINES IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL  
OF CLASS ACTION  
SETTLEMENT**

Judge: Hon. Jennifer L. Thurston  
Date: July 8, 2016  
Time: 9:30 a.m.  
Courtroom: Bakersfield Location

1 I, PAUL K. HAINES, declare as follows:

2 1. I am a shareholder with the law firm of Haines Law Group, APC, and  
3 counsel for the named Plaintiffs Stephanie A. Vega and Michael D. McNatt  
4 (collectively “Plaintiffs”) and the proposed Settlement Class in the above-captioned  
5 matter. I am a member in good standing of the bar of the State of California and am  
6 admitted to practice in this Court. I have personal knowledge of the facts stated in  
7 this declaration and could testify competently to them if called upon to do so.

8 2. I am a 2006 graduate of Pepperdine University School of Law, where I  
9 graduated cum laude. During law school, I worked as a law clerk for the appellate  
10 firm of Horvitz & Levy, located in Encino, California. I also spent a semester in law  
11 school working as an extern for the Honorable Edward Rafeedie, District Judge for  
12 the United States District Court for the Central District of California.

13 3. Since graduating from law school, my practice has focused almost  
14 exclusively on employment litigation. In September 2007, I began working as an  
15 associate attorney at the international law firm of Littler Mendelson P.C., at its Los  
16 Angeles office, which according to its website is the “largest U.S.-based law firm  
17 exclusively devoted to representing management in every aspect of labor and  
18 employment law.” While at Littler Mendelson, I was primarily staffed on wage and  
19 hour class actions venued in both state and federal courts, and I also worked on a  
20 number of single and multi-plaintiff wage and hour matters as well.

21 4. During my employment at Littler Mendelson, I played a significant role  
22 in the class actions that I was staffed on, as I was often the only associate staffed on  
23 such cases. In particular, I received a wide-array of wage and hour class action  
24 experience performing the following types of tasks: drafting demurrers, motions to  
25 strike and/or dismiss; removing actions from state court to federal court; drafting  
26 and responding to written discovery; drafting and opposing discovery related  
27 motions; arguing discovery related motions; drafting motions to consolidate related  
28 matters; interviewing putative class members and obtaining declarations in

1 connection with class certification; drafting oppositions to motions for class  
2 certification; drafting motions for decertification following class certification;  
3 conducting exposure analyses to assess the strengths and weaknesses of asserted  
4 claims, the likelihood of prevailing at class certification and potential damages  
5 resulting from such claims; drafting mediation briefs; serving as the primary contact  
6 to in-house counsel; deposing named plaintiffs and putative class members;  
7 deposing retained expert witnesses; and defending the depositions of corporate  
8 witnesses. In short, I played an integral role in all aspects of litigation from the  
9 inception of a matter through and beyond class certification. I also supervised the  
10 work of several junior attorneys who were staffed on the same wage and hour class  
11 actions.

12         5. In June 2011, I voluntarily resigned from Littler Mendelson in order to  
13 accept an associate attorney position with the international law firm of Morgan,  
14 Lewis & Bockius LLP, at its Los Angeles office, where I began working in July  
15 2011. During my employment at Morgan, Lewis & Bockius LLP, I worked  
16 exclusively on the defense of wage and hour class and collective actions. For the  
17 vast majority of these cases, I was the only associate staffed on the matter, and I  
18 performed the same job duties as described in the immediately preceding paragraph.  
19 In addition to working on wage and hour class actions, at Morgan, Lewis & Bockius  
20 I also worked on a number of “hybrid” actions asserting nationwide wage and hour  
21 claims under the Fair Labor Standards Act (“FLSA”), as well as California-specific  
22 claims under Rule 23 of the Rules of Civil Procedure.

23         6. In July 2012, I transitioned into litigating wage and hour class actions  
24 from the Plaintiff’s side, first as a Partner with the law firm of Boren, Osher &  
25 Luftman, LLP, and since February 2016, as a Shareholder of the Haines Law Group,  
26 APC. Currently, over ninety percent (90%) of my practice is dedicated exclusively  
27 to the prosecution of wage and hour class actions, and I am currently responsible for  
28 prosecuting over thirty (30) wage and hour class actions filed in both State and

1 Federal courts throughout California. To date, I have been appointed as Class  
2 Counsel in the following matters, all of which have been granted final approval:  
3 *Hilberger v. Eisenhower Medical Center*, Case No. INC1204915, California  
4 Superior Court, County of Riverside, Honorable Judge John G. Evans, presiding, (in  
5 which I was approved for an hourly rate of \$500 for work performed in 2012 and  
6 2013); *Lopez v. Cornucopia Tools and Plastics, Inc.*, Case No. CV138049,  
7 California Superior Court, County of San Luis Obispo, Honorable Judge Martin J.  
8 Tangeman, presiding, (in which I was approved for an hourly rate of \$425 for work  
9 performed in 2013 and 2014); *Tacker v. Compass Health, Inc.*, Case No. CV13-  
10 02261 BRO (JCG), United States District Court, Central District of California,  
11 Honorable Judge Beverly Reid O'Connell, presiding, (in which I was approved for  
12 an hourly rate of \$500 for work performed in 2013 and 2014); *Noell v. American*  
13 *Professional Ambulance Corporation, Inc.*, Case No. BC499345, California  
14 Superior Court, County of Los Angeles, Honorable Judge Kenneth R. Freeman,  
15 presiding, (in which I was approved for an hourly rate of \$500 for work performed  
16 in 2013 and 2014); *Bautista v. Harvest Management Sub LLC*, Case No. CV12-  
17 10004 FMO (CWx), United States District Court, Central District of California,  
18 Honorable Judge Fernando M. Olguin, presiding (in which I was approved for an  
19 hourly rate of \$500 for work performed in 2012, 2013 and 2014); *Davila v. OCB*  
20 *Restaurant Co.*, Case No. CV13-5403 PA (JCG), United States District Court,  
21 Central District of California, Honorable Judge Percy Anderson, presiding (in which  
22 I was approved for an hourly rate of \$500 for work performed in 2013 and 2014);  
23 *Abad v. Waste Connections, Inc.*, Case No. CV12-06708 DDP (PJWx), United States  
24 District Court, Central District of California, Honorable Judge Dean D. Pregerson,  
25 presiding (in which I was approved for an hourly rate of \$500 for work performed  
26 in 2013 and 2014); *Plantillas v. Snap-On Incorporated*, Case No. CV13-05153 DDP  
27 (VBKx), United States District Court, Central District of California, Honorable  
28 Judge Dean D. Pregerson, presiding (in which I was approved for an hourly rate of

1 \$500 for work performed in 2013 and 2014); *Theodore v. Keyes European, LLC*,  
2 Case No. BC521395, California Superior Court, County of Los Angeles, Honorable  
3 Judge Elihu Berle, presiding (in which I was approved for an hourly rate of \$500 for  
4 work performed in 2013 and 2014); *Morales v. Sunset Tower Hotel LLC*, Case No.  
5 BC511924, California Superior Court, County of Los Angeles, Honorable Judge  
6 John Shepard Wiley Jr., presiding (in which I was approved for an hourly rate of  
7 \$500 for work performed in 2013 and 2014); *Gonzalez v. Universal Alloy Corp.*,  
8 Case No. SACV13-00807 JVS (MRWx), United States District Court, Central  
9 District of California, Honorable Judge James V. Selna, presiding (in which I was  
10 approved for an hourly rate of \$500 for work performed in 2013 and 2014);  
11 *Morawski v. Milt Guggia Enterprises, Inc.*, Case No. CV13-2349 ABC (RZx),  
12 United States District Court, Central District of California, Honorable Judge Andre  
13 Birotte, Jr., presiding (in which I was approved for an hourly rate of \$500 for work  
14 performed in 2013 and 2014); *Thorp v. Alcal Industries, Inc., et al.*, Case No. CV13-  
15 02289 YGR, United States District Court, Northern District of California, Honorable  
16 Judge Yvonne Gonzalez Rogers, presiding (in which I was approved for an hourly  
17 rate of \$500 for work performed in 2013 and 2014); *Myles v. College Hospital*, Case  
18 No. BC487206, California Superior Court, County of Los Angeles, Honorable Judge  
19 John Shepard Wiley, Jr., presiding (in which I was approved for an hourly rate of  
20 \$500 for work performed in 2013, 2014 and 2015); *Sarinana v. DS Waters of*  
21 *America, Inc.*, Case No. C13-0905 EMC, United States District Court, Northern  
22 District of California, Honorable Edward M. Chen, presiding (in which I was  
23 approved for an hourly rate of \$550 for work performed in 2014 and 2015); *Julio v.*  
24 *Anthony, Inc.*, Case No. CV14-03172 AB (SHx), United States District Court,  
25 Central District of California, Honorable Judge Andre Birotte Jr., presiding (in  
26 which I was approved for an hourly rate of \$550 for work performed in 2014 and  
27 2015); *Litt v. Western Stone & Metal Corp.*, Case No. 3:14-cv-02804-PJH, United  
28 States District Court, Northern District of California, Honorable Judge Phyllis J.

1 Hamilton, presiding (in which I was approved for an hourly rate of \$550 for work  
2 performed in 2014 and 2015); *Rubalcava v. United Towing and Transport Burbank,*  
3 *et al.*, Case No. BC518468, California Superior Court, County of Los Angeles,  
4 Honorable Judge Kenneth Freeman, presiding (in which I was approved for an  
5 hourly rate of \$550 for work performed in 2013, 2014 and 2015); *Sanchez v. Res-*  
6 *Care, Inc.*, Case No. BC526175, California Superior Court, County of Los Angeles,  
7 Honorable John S. Wiley, presiding (in which I was approved for an hourly rate of  
8 \$550 for work performed in 2013, 2014 and 2015); *Prado v. Warehouse Demo*  
9 *Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States District Court, Central  
10 District of California, Honorable Judge John F. Walter, presiding (in which I was  
11 approved for an hourly rate of \$550 for work performed in 2014 and 2015); *Rivera*  
12 *Regalado v. Jaguar Farm Labor Contracting*, Case No. CV 130569, California  
13 Superior Court, County of San Luis Obispo, Honorable Martin J. Tangeman,  
14 presiding (in which I was approved for an hourly rate of \$550 for work performed  
15 in 2014 and 2015); *Rodas v. Gateways Hospital and Mental Health Center*, Case  
16 No. BC503179, California Superior Court, County of Los Angeles, Honorable Judge  
17 Amy D. Hogue, presiding (in which I was approved for an hourly rate of \$550 for  
18 work performed in 2014 and 2015); *Shaw v. Conant Auto Retail, San Diego*, Case  
19 No. 37-2014-00044052-CU-OE-CTL, California Superior Court, County of San  
20 Diego, Honorable Judge Joan M. Lewis, presiding (approving an hourly rate of \$575  
21 for work performed in 2014, 2015, and 2016); *Tirado v. Ricon Corp.*, Case No.  
22 BC537042, California Superior Court, County of Los Angeles, Honorable John S.  
23 Wiley, presiding (approving an hourly rate of \$575 for work performed in 2014,  
24 2015, and 2016).

25 7. I have also moved to certify and have received an order certifying a  
26 class action and/or conditionally certifying a collective action, in the following  
27 cases:  
28

- 1 • *Medeiros v. Vortex Financial Management Inc.*, Case No. 30-2013-  
2 00644741-CU-OE-CXC, California Superior Court, County of Orange,  
3 Honorable Judge Gail A. Andler, presiding (certifying a class of  
4 employees who were mis-classified as independent contractors).
- 5 • *Javine v. San Luis Ambulance Service, Inc.*, Case No. CV13-07480  
6 BRO (SSx), United States District Court, Central District of California,  
7 Honorable Judge Beverly Reid O’Connell, presiding (conditionally  
8 certifying an unpaid FLSA overtime wage class).
- 9 • *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW  
10 (Ex), United States District Court, Central District of California,  
11 Honorable Judge John F. Walter, presiding (certifying a rest period  
12 violation class and conditionally certifying an FLSA unpaid overtime  
13 wage class).
- 14 • *Bower v. Cycle Gear, Inc.*, Case No. CV14-2712 HSG, United States  
15 District Court, Northern District of California, Honorable Judge  
16 Haywood S. Gilliam, Jr., presiding (conditionally certifying an unpaid  
17 FLSA overtime wage class).
- 18 • *Vega v. Weatherford U.S., Limited Partnership*, Case No. CV14-1790-  
19 JLT, United States District Court, Eastern District of California,  
20 Honorable Jennifer L. Thurston, presiding (conditionally certifying an  
21 unpaid FLSA overtime wage class).
- 22 • *Galvan v. AMVAC Chemical Corporation*, Case No. 30-2014-  
23 00716103-CU-OE-CXC, California Superior Court, County of Orange,  
24 Honorable Judge William Claster, presiding (certifying unpaid  
25 overtime wage class and waiting time penalty class).

26 8. As counsel for Plaintiffs and the proposed Settlement Classes, I have  
27 been intimately involved in every aspect of this case from its inception through the  
28

1 present, and believe that the proposed Settlement is an excellent result for the  
2 Settlement Classes.

3 9. As part of conditional certification of the FLSA overtime class, a notice  
4 and opt-in form were mailed to all individuals who met the collective action  
5 definition on May 21, 2015, and as of the close of the opt-in period, a total of 851  
6 individuals opted-in to the collective action. An additional 14 opt-in forms that were  
7 received after the deadline for submitting opt-ins were received, and the parties  
8 jointly agreed to accept the opt-ins as timely and valid.

9 10. In preparation for mediation, Weatherford provided Plaintiffs with the  
10 payroll and timekeeping data for all FLSA collective action members, in addition to  
11 approximately 73% of the timekeeping data and approximately 85% of the payroll  
12 data for the California Settlement Class, in addition to all applicable policies  
13 regarding the challenged overtime, meal and rest period policies at issue in the  
14 lawsuit.

15 11. Plaintiffs retained a data analysis professional with a Ph.D. to analyse  
16 all of the payroll and timecard data produced by Weatherford. Plaintiffs conducted  
17 a comprehensive analysis of the data, and were able to calculate the precise amount  
18 of unpaid overtime wages as a result of the regular rate miscalculation, and prepared  
19 a detailed report identifying each potential meal and rest period violation in the  
20 sample data, which was then extrapolated to the entire putative class. Using these  
21 detailed reports, Plaintiffs were able to calculate the total exposure to the California  
22 and FLSA Settlement Classes based on each independent theory of recovery.

23 12. Plaintiffs' expert calculated that as a result of Weatherford's failure to  
24 include the value of "wellness" bonuses in the regular rate of pay, the members of  
25 the FLSA Settlement Class were deprived of \$78,482.30 in overtime wages over the  
26 entire class period. Additionally, the California Settlement Class members who did  
27 not opt-in to the FLSA collective action were deprived of an additional \$41,074.31  
28 in overtime wages under California law. Including liquidated damages available

1 under the FLSA of \$78,482.30, Plaintiffs therefore calculated the total exposure on  
2 this claim at \$198,038.91 (\$156,964.60 to the FLSA Settlement Class and  
3 \$41,074.31 to the California Settlement Class members). These figures assume a  
4 100% probability of prevailing on the merits and certification.

5 13. With respect to meal period violations, including instances where a  
6 recorded meal period was late (beginning after the end of the fifth or tenth hour of  
7 work), short (less than 30 minutes in duration), or was missing altogether, Plaintiffs'  
8 analysis of the timecard data revealed that for shifts in excess of six hours, for which  
9 a first meal period cannot be waived, there were a total of 210,723 potential meal  
10 period violations. Including shifts in excess of six hours where a meal period was  
11 automatically deducted, and assuming a similar violation rate for such shifts, this  
12 number rose to 491,777 total shifts. Additionally, for shifts in excess of 12.0 hours,  
13 where a second meal period cannot be waived, Plaintiffs' analysis of the timecard  
14 data showed an additional 52,166 potential violations. Similarly, when including  
15 shifts in excess of 12.0 hours in which a meal period had been automatically  
16 deducted, and assuming a similar violation rate, this number increased to 79,985  
17 total shifts. Based on an average rate of pay of \$20.72, this equated to a potential  
18 exposure of \$10,489,603 for first meal period violations, and \$1,704,160 for second  
19 meal period violations.

20 14. However, these valuations assume that each instance in which a meal  
21 period was not recorded, was automatically deducted, or was recorded late represent  
22 a meal period violation, whereas Weatherford argued that the automatic deduction  
23 was only applied in instances in which a meal period was taken but simply not  
24 recorded, and that as to the violations for shifts where there was no automatic  
25 deduction applied, many of these instances involved meal periods that were received  
26 but not recorded, or were skipped of the employee's own volition, and therefore did  
27 not trigger meal period penalties, and pointed to its written policy which did provide  
28 for a first meal period as evidence of the voluntariness.

1           15. Weatherford argued that it must be provided an opportunity to present  
2 its defense that meal periods were voluntarily skipped or taken late, which would  
3 necessarily turn on individualized questions, precluding certification. In light of  
4 these defenses, Plaintiffs discounted the first meal period exposure by 65% for the  
5 risk of non-certification, and by an additional 30% on the merits, and discounted the  
6 second meal period exposure by 20% for a risk of non-certification and an additional  
7 30% on the merits to arrive at an estimated expected total meal period recovery of  
8 \$3,524,283.

9           16. With respect to rest period violations, Plaintiffs' analysis of the  
10 timecard data revealed a total of 29,144 "major fraction" shifts (i.e. shifts 3.51 to  
11 3.99 and 6.01 to 7.99 hours in duration) for which a rest period that was required to  
12 be authorized was not authorized by Weatherford's written policy, and an additional  
13 247,001 shifts in excess of 10.0 hours, which required a third rest period to be  
14 authorized, which was not authorized by Weatherford's written policy. Accordingly,  
15 Plaintiffs calculated maximum exposure of \$5,890,173, based on an average rate of  
16 pay of \$20.72

17           17. However, this valuation assumed a rest period violation during each  
18 shift of these lengths, while Weatherford argued that despite the deficiencies with its  
19 written policy, rest periods were still being systematically authorized and permitted  
20 where required, and that because rest periods were never recorded, Plaintiff lacked  
21 any common evidence on which to prove class-wide damages, given that a number  
22 of federal district courts have relied on the lack of records as a basis to deny  
23 certification of a rest period class. In light of these arguments and Weatherford's  
24 other potential defenses, Plaintiffs discounted the value of his rest period claim by  
25 85% for a risk of non-certification, and by 60% on the merits, to arrive at an  
26 estimated exposure of \$353,410.

27           18. With respect to wage statement penalties, Plaintiff's data analysis  
28 showed that there were 25,324 wage statements issued during the one-year statute

1 of limitations applicable to Labor Code § 226 penalties. For purposes of settlement,  
2 Plaintiff assumed that each of these wage statements represented a violation.  
3 Plaintiff therefore calculated a maximum exposure of \$1,266,200 (25,324 \* \$50  
4 penalty. Plaintiffs discounted the value of the wage statement penalty claim by 45%  
5 for a risk of an adverse certification ruling and an additional 65% to account for an  
6 adverse merits ruling, for a projected total of \$243,744.

7 19. With respect to waiting time penalties, Weatherford's records reflected  
8 that there were 590 former non-exempt employees in the California Settlement Class  
9 who separated their employment within three years preceding the filing of the  
10 Complaint. Based on an average waiting time penalty per employee of \$4,973,  
11 Plaintiffs estimated Weatherford's maximum waiting time penalty exposure at  
12 \$2,934,070. However, Weatherford contended that waiting time penalties based  
13 solely on the alleged regular rate miscalculation would be confiscatory and therefore  
14 potentially unconstitutional given the great disparity between the amount of unpaid  
15 wages and the resultant penalties. Based on these risks, Plaintiffs discounted the  
16 value of the waiting time penalty claim by 25% to account for an adverse  
17 certification ruling and further discounted the claim by 35% to account for an  
18 adverse merits ruling, to arrive at \$1,430,359.

19 20. Finally, with respect to PAGA Penalties, Plaintiffs estimated a total  
20 PAGA exposure of \$2,869,400 in penalties for the California Settlement Class.  
21 Plaintiffs discounted the maximum figure by 45% for a risk of non-certification of  
22 the underlying claims, and 65% on the merits and to account for the risk of the Court  
23 reducing penalties, to arrive at a projected total of \$552,360.

24 21. Using these estimated figures, Plaintiffs predicted that their realistic  
25 total recovery for the California Settlement Class would be approximately  
26 \$5,601,049, and approximately \$156,000 for the FLSA Settlement Class, for a  
27 combined total of roughly \$5,757,049.  
28

1           22. The parties attended a full-day mediation with Mark Rudy, one of the  
2 preeminent wage and hour class action mediators in California, on March 24, 2016.  
3 The parties each supplied Mr. Rudy with detailed mediation briefs outlining their  
4 views of the strengths and weaknesses of each claim and defense. Plaintiffs’  
5 mediation brief included detailed calculations of the damages they would expect the  
6 class to be awarded were they to prevail on each claim.

7           23. At mediation, with respect to Plaintiffs’ claims for rest period  
8 violations, Weatherford argued that, despite its written policy lacking the “major  
9 fraction” language, employees in California were nonetheless properly authorized  
10 and permitted to take all required rest periods, and that managers were trained to  
11 authorize rest periods in compliance with California law. Moreover, because rest  
12 periods were not recorded, Weatherford argued that Plaintiffs lacked any common  
13 evidence on which to prove class-wide damages for rest period violations,  
14 necessarily defeating class certification of this claim.

15           24. Similarly, with respect to Plaintiffs’ claim for meal period violations,  
16 Plaintiffs faced a significant obstacle in certifying their meal period claim based on  
17 the automatic-deduction, given that the inquiry of whether a meal period was  
18 actually taken in instances where the automatic-deduction applied would necessarily  
19 involve individualized inquiries on a member-by-member and shift-by-shift basis.  
20 Additionally, for all shifts greater than five hours but shorter than six hours, and  
21 shifts in excess of 10 hours but shorter than 12 hours, Weatherford argued that these  
22 meal periods had been lawfully waived, and this posed an obstacle to certification,  
23 given that adjudication of the waiver issue would also likely involve individualized  
24 inquiries for each of these shifts worked.

25           25. Plaintiffs believed they were likely to prevail with respect to both  
26 certification and the merits of their overtime claim based on a miscalculation of the  
27 regular rate of pay, but the total amount of overtime wages allegedly owed as a result  
28 of this miscalculation totaled only \$119,556.61. However, Weatherford disagreed

1 with Plaintiff's characterization of the "wellness" bonus and maintained that it was  
2 not required to be included in the regular rate of pay.

3 26. After a full day of negotiations, Mr. Rudy made a mediator's proposal  
4 for a class-wide resolution of all claims, which the parties had until April 7, 2016 to  
5 consider. On April 5, 2016, Mr. Rudy informed the parties that both sides had  
6 accepted the proposal, and the parties subsequently negotiated and drafted the long-  
7 form Settlement Agreement over the next six weeks. A true and correct copy of the  
8 Settlement Agreement is attached hereto as **Exhibit 1**.

9 27. The proposed settlement of \$6,000,000 represents approximately 104%  
10 of Plaintiffs' reasonably forecasted recovery. Given the litigation risks involved, the  
11 proposed settlement is well within the realm of being fair, reasonable, and adequate

12 28. In addition, the parties have agreed to designate \$50,000 of the Gross  
13 Settlement Payment for PAGA penalties, representing the CLWDA's share of  
14 applicable penalties, which is appropriate.

15 29. After deducting amounts for court-approved incentive payments, costs  
16 of settlement administration, approved attorney's fees and costs, and the PAGA  
17 payment to the CLWDA, the settlement provides for a Net Settlement Fund of at  
18 least \$4,340,000 to all members of the Settlement Classes.

19 30. There are approximately 1,009 members in the proposed California  
20 Settlement Class Average and settlement payments are estimated to be in excess of  
21 \$4,100, although individual payments will vary depending on the member's status  
22 as a California and/or FLSA Settlement Class member, number of work weeks  
23 during which the Settlement Class member was employed, and whether the  
24 employee is eligible for waiting time penalties.

25 31. Plaintiffs prepared three versions of the proposed Class Notice which  
26 provide tailored instructions depending on whether the individual is a member of the  
27 California Settlement Class, FLSA Settlement Class, or both. They also advise class  
28 members of the key terms of the settlement and uniform 60-day deadline to file

1 objections or to opt-out, provide a summary of the alleged claims, explain the  
2 recovery formula and expected recovery amount for each member of the Settlement  
3 Classes, provide contact information for Class Counsel, and notify them of the date  
4 for the final approval hearing. The proposed Class Notices and proposed Exclusion  
5 Form are collectively attached to the Settlement Agreement as Exhibit A.

6 32. Plaintiff Vega was employed by Weatherford as a non-exempt  
7 employee from approximately September 2011 to September 2013, and Plaintiff  
8 McNatt was employed as a non-exempt employee for Weatherford from  
9 approximately September 2012 until July 2013. Plaintiffs were subject to  
10 Weatherford's challenged meal and rest period policies, and received "wellness"  
11 bonuses during their employment while working overtime hours. The value of the  
12 "wellness" bonuses was never included in Plaintiffs' regular rate of pay for overtime  
13 purposes, and Plaintiffs assert that they did not receive all required meal and rest  
14 periods.

15 33. Plaintiffs attended numerous in-person and telephonic meetings with  
16 Plaintiffs' Counsel, provided documents and names of witnesses, and provided  
17 invaluable insight and data regarding Weatherford's wage and hour practices.

18  
19 I declare under penalty of perjury under the laws of the United States that the  
20 foregoing is true and correct. Executed on June 8, 2016, at El Segundo, California.

21  
22 \_\_\_\_\_/s/Paul K. Haines\_\_\_\_\_  
23 Paul K. Haines  
24  
25  
26  
27  
28

# **EXHIBIT 1**

## SETTLEMENT AGREEMENT

This Settlement Agreement is reached by and between Plaintiffs Stephanie A. Vega and Michael D. McNatt (collectively Vega and McNatt are referred to as “Plaintiffs”), individually and on behalf of all members of the Settlement Classes, defined below, and Defendants Weatherford U.S., L. P., and Weatherford Artificial Lift Systems, LLC (collectively “Weatherford”) (Plaintiffs and Weatherford are referred to herein collectively as the “Parties”). Plaintiffs and the Settlement Classes are represented by Hernaldo J. Baltodano, Lauren Teukolsky and Matthew K. Moen of Baltodano & Baltodano LLP, and Paul K. Haines, Tuvia Korobkin and Fletcher W. Schmidt of Haines Law Group, APC (“Class Counsel”).

Plaintiff Vega filed a Complaint against Weatherford in United States District Court for the Northern District of California, in the matter entitled *Vega v. Weatherford U.S., Limited Partnership, et al.*, Case No. 3:14-cv-03910-MEJ, which was filed on August 28, 2014 (“Lawsuit”). On November 13, 2014, the Honorable Judge Maria-Elena James granted the parties’ stipulation to change venue to United States District Court for the Eastern District of California. Following transfer to the Eastern District of California, the matter was reassigned to the Honorable Judge Jennifer L. Thurston, Case No. 1:14-cv-01790-JLT. The operative Second Amended Complaint added Plaintiff McNatt and alleges that Weatherford: (i) failed to pay non-exempt employees all overtime wages in violation of California law; (ii) failed to pay non-exempt employees all overtime wages in violation of the Fair Labor Standards Act (“FLSA”); (iii) failed to provide non-exempt employees all meal periods to which they were entitled under California law; (iv) failed to authorize and permit non-exempt employees to take all rest periods to which they were entitled under California law. As a result of the foregoing violations, Plaintiff contends that Weatherford is further liable to Plaintiffs and the California Settlement Class (defined below) because it: (i) issued deficient wage statements; (ii) failed to pay all wages owing at the time of termination; and (iii) engaged in unlawful business practices. Plaintiffs further alleges that Weatherford is liable for civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004, California Labor sections 2698 *et seq.* (“PAGA”) as a result of the aforementioned violations of the California Labor Code.

On May 1, 2015 the parties stipulated to conditional certification of the FLSA claims only and provided notice to all putative class members. Following a 75-day notice period, approximately 875 individuals opted into the action.

Given the uncertainty of litigation, Plaintiffs and Weatherford wish to settle both individually and on behalf of the Settlement Classes. Accordingly, Plaintiffs and Weatherford agree as follows:

1. For the purposes of this Settlement Agreement only, Plaintiffs and Weatherford stipulate to certification of the following Settlement Classes (the California Settlement Class and FLSA Settlement Class are referred to collectively as the “Settlement Classes”):

**California Settlement Class:** all non-exempt employees who worked for Weatherford in California between August 28, 2010 through the date of Preliminary Approval or July 4, 2016, whichever occurs first.

**FLSA Settlement Class:** all individuals opted into the lawsuit during the notice period.

The Parties agree that certification for purpose of settlement is not an admission that class certification is proper under Fed. R. Civ. P. 23, Section 216(b) of the FLSA, or any other state or federal law. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. Plaintiff and every member of the Settlement Classes (except those who opt out) will fully release and discharge Weatherford U.S., L.P., Weatherford Artificial Lift Systems, LLC, Precision Energy Services, Inc., Visual Systems, Inc., eProduction Solutions, LLC, Johnson Screens, Inc and all of its past and present parent companies, controlling persons, subsidiaries, affiliates, directors, officers, agents, attorneys, employees, and benefit plans sponsored by any such entities (collectively “Released Parties”), as follows:

- A. California Settlement Class members will release all claims pled in this Lawsuit or could have been pled in this Lawsuit and based on the factual allegations set forth in the Second Amended Complaint, including, but not limited to, any and all claims under California law for: (i) failure to pay overtime wages; (ii) failure to provide meal periods; (iii) failure to authorize and permit rest periods; (iv) wage statement penalties; (v) waiting time penalties; (vi) unfair competition; and (vii) civil penalties under the Private Attorneys General Act (“PAGA”) (hereinafter collectively referred to as the “California Released Claims”). For members of the Settlement Class who do not opt out, the release period shall run from August 28, 2010 through the date of entry of a Preliminary Approval Order or July 4, 2016, whichever occurs first. Hereinafter, August 28, 2010 through the date of entry of a Preliminary Approval Order or July 4, 2016, whichever occurs first, shall be known as the “California Class Period”.
- B. FLSA Settlement Class members will release all claims that are asserted or could have been asserted under the FLSA, based on Weatherford’s alleged failure to pay all overtime wages based on a miscalculation of the regular rate of pay. For members of the FLSA Settlement Class, the release period shall run from actual date the individual opted in to the Lawsuit through the date of Preliminary Approval or July 4, 2016, whichever occurs first. To the extent the settlement is not approved, Weatherford reserves the right to challenge the opt-in dates and/or the statutes of limitations for the FLSA Settlement Class Members.
- C. In light of the Incentive Payment that Plaintiffs will receive, Plaintiffs will release all claims that are asserted or that could have been asserted in the Lawsuit, whether known or unknown, under federal law or state law against Weatherford arising out of their employment with Weatherford or the termination thereof. Plaintiffs understand that this release includes unknown claims and that they are, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

**A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

Collectively, the releases by the Plaintiffs, the California Settlement Class and the FLSA California Settlement Class will be referred to as the “Released Claims.”

3. As consideration, Weatherford agrees to pay a maximum amount of Six Million Dollars and No Cents (\$6,000,000.00) (the “Gross Settlement Payment”) as follows:

- A. The Gross Settlement Payment shall be deposited with the Claims Administrator within 14 days after Final Approval (which, for this purpose shall be defined as the date on which the Court enters an Order granting Final Approval), or, solely in the event that there are any objections to the Settlement (the filing of an objection being a prerequisite to the filing of an appeal), the later of: (1) the last date on which any appeal might be filed or (2) the successful resolution of any appeal(s) – including expiration of any time to seek reconsideration or further review.
- B. The Gross Settlement Payment includes:
  - (1) All payments (including interest) to the Settlement Classes;
  - (2) The employee’s share of all normal federal, state, municipal, local taxes, FICA, Social Security, Medicare, and other payroll contributions, deductions, and withholdings required by applicable law (however, Weatherford’s corporate payroll tax obligation shall be paid in addition to the Gross Settlement Payment);
  - (3) All costs of the Claims Administrator and settlement administration (including mailing of the notices required under the Class Action Fairness Act), which are anticipated to be no greater than Thirty-Five Thousand Dollars and No Cents (\$35,000.00);
  - (4) Up to Ten Thousand Dollars and No Cents (\$10,000.00) for each of the named Plaintiff’s Incentive Payments, in recognition of their contributions to the Lawsuit and their service to the Settlement Class;
  - (5) Up to One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) in attorneys’ fees (25% of the Gross Settlement Payment), and up to Fifty-Five Thousand Dollars and No Cents (\$55,000.00) in costs and expenses related to the Lawsuit, including without limitation all such fees and costs incurred in documenting the settlement, securing the Court’s approval of the settlement, and obtaining a dismissal of the action with prejudice (as described below).
  - (6) A payment to the California Labor & Workforce Development Agency of Fifty Thousand Dollars and No Cents (\$50,000.00) for PAGA civil

penalties, which represents the 75% of such penalties payable to the LWDA per Labor Code section 2699(i).

4. Payments to the Settlement Class will be determined and paid as follows:
  - A. The Claims Administrator shall first deduct from the Gross Settlement Payment the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, Plaintiffs' Incentive Payment, the Claims Administrator's fees and expenses for administration, and the PAGA payment to the LWDA. The remaining amount shall be known as the "Net Settlement Fund."
  - B. From the Net Settlement Fund, the Claim Administrator will calculate each Settlement Class member's individual settlement payment based on the following formula after reserving the necessary amounts to pay all applicable taxes:
    - (1) One Hundred and Fifty-Six Thousand Dollars and No Cents (\$156,000.00) is designated as the "FLSA Net Settlement Fund," which shall be paid to the members of the FLSA Settlement Class based on the calculations previously exchanged between the parties, which are based on the amounts earned and the overtime worked by the FLSA Settlement Class Members between May 1, 2012 and the date of Preliminary Approval or July 4, 2016, whichever occurs first by the FLSA Settlement class members.
    - (2) After deduction of the FLSA Net Settlement Fund, the remainder of the Net Settlement fund shall be designated the "California Net Settlement Fund." The California Net Settlement Fund shall be allocated as follows:
      - (a) 10% of the of the California Net Settlement Fund shall be designated as the "California Waiting Time Amount" in consideration for waiting time penalties, and shall be allocated to each participating California Settlement Class Member who separated his or her employment from Weatherford between August 28, 2011 and the date of Preliminary Approval or July 4, 2016, whichever occurs first, on an equal pro-rata basis. The amount remaining in the California Net Settlement fund after deduction of the California Waiting Time Amount shall be known as the "Remaining California Net Settlement Fund."
      - (b) After deduction of the California Waiting Time Amount, the remainder of the California Net Settlement Fund ("the Remaining California Net Settlement Fund") shall be allocated to each participating California Settlement Class member, based on their proportionate share of workweeks worked during the California Class Period, by multiplying the Remaining California Net Settlement Fund by a fraction, the numerator of which is the California Settlement Class member's total workweeks worked

during the California Class Period, and the denominator of which is the total workweeks worked by all California Settlement Class members during the California Class Period between August 28, 2010 and the date of Preliminary Approval or July 4, 2016, whichever occurs first.

- C. Within 14 calendar days following the deposit of the Gross Settlement Payment with the Claims Administrator by Weatherford, the Claims Administrator will calculate individual settlement payment amounts and provide the same to counsel for review and approval. Following approval by counsel, the Claims Administrator will prepare and mail individual settlement payments, less applicable taxes and withholdings, to eligible claimants. The Claims Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Weatherford's counsel.
- D. For purposes of calculating applicable taxes and withholdings for the California Settlement Class members, one-third of each individual settlement payment shall be designated as wages subject to W2 reporting and normal withholdings; the other two-thirds of each individual settlement payment shall be designated as penalties and interest and will be reported on IRS Form 1099 with no withholdings. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.
- E. For purposes of calculating applicable taxes and withholdings for the non-California Settlement Class members, one-half of each individual settlement payment shall be designated as wages subject to W2 reporting and normal withholdings; the other half of each individual settlement payment shall be designated as penalties and interest and will be reported on IRS Form 1099 with no withholdings. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.
- F. Each member of the Settlement Classes who receives an individual settlement payment must cash that check within 180 days from the date the Claim Administrator mails it. Any funds payable to Settlement Class Members whose checks were not cashed within 180 days after mailing will escheat to the state Department of Industrial Relations in the name of the class member.
- G. Neither Plaintiffs nor Weatherford shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks.

Unless responsible by its own acts of omission or commission, the same is true for the Claims Administrator.

5. Defendants will not object to a request for a total award of attorneys' fees of 25% of the Gross Settlement Payment, and reimbursement of actual litigation costs up to Fifty-Five Thousand Dollars and No Cents (\$55,000.00). These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Claims Administrator when it pays the fee award allowed by the Court.

6. Defendants will not object to a request for an Incentive Payment of up to Ten Thousand Dollars and No Cents (\$10,000.00) to each of the named Plaintiffs (\$20,000.00 in total) for their time and risks in prosecuting this case. This award will be in addition to the Plaintiffs' share of the settlement as a class member and shall be reported on an IRS Form 1099 by the Claims Administrator.

7. Defendants will not object to the appointment of Rust Consulting, as Claims Administrator nor to Class Counsel seeking permission to pay up to Thirty-Five Thousand Dollars and No Cents (\$35,000.00) for its services from the Gross Settlement Amount. The Claims Administrator shall be responsible for sending notices required under the Class Action Fairness Act ("CAFA") and for calculating claims and preparing all checks and mailings. The Claims Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after checks have been mailed to class members.

8. Upon execution of this Agreement, Plaintiffs shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Classes for purposes of this Settlement Agreement only, which shall be filed within Thirty (30) calendar days of execution of this Settlement Agreement by all Parties;
- B. Appointing Hernaldo J. Baltodano, Lauren Teukolsky and Matthew K. Moen of Baltodano & Baltodano LLP, and Paul K. Haines, Tuvia Korobkin and Fletcher W. Schmidt of Haines Law Group, APC as Class Counsel;
- C. Appointing Stephanie A. Vega and Michael D. McNatt as Class Representatives for the Settlement Classes;
- D. Approving Rust Consulting as Claims Administrator;
- E. Preliminarily approving this Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice, and directing the mailing of same; and

- G. Scheduling a Final Approval hearing.
9. Following preliminary approval, the Settlement Class shall be notified as follows:
- A. Within 14 calendar days after entry of an order preliminarily approving this Agreement, Weatherford will provide the Claims Administrator with the names, last known addresses, and social security numbers (in electronic format) of the members of the Settlement Classes, including the dates during which each was employed in a job covered by the Settlement Classes during each respective class period.
- B. Within 7 calendar days from receipt of this information, the Claims Administrator will mail (or send to any forwarding address provided) the Notice (attached as Exhibit A to this Settlement Agreement) to the members of the Settlement Classes and retain proof of mailing.
- C. The Claims Administrator shall use its best professional efforts, including utilizing the National Change of Address database, to track any class members' mailing returned as undeliverable and will resend the Notice and Exclusion Form promptly upon identifying updated mailing addresses.
- D. Members of the Settlement Classes who wish to opt-out must complete and deliver the Exclusion Form to the Claim Administrator within 60 calendar days of mailing.
- i. If more than 5.0% of the California Settlement Class members exclude themselves ("opt-out" of the settlement), Weatherford has the discretionary option to terminate this Agreement by communicating that decision to both the Claims Administrator and Class Counsel, provided however, Weatherford will be responsible for any costs and fees incurred by the Claims Administrator.
- ii. If, on the date of Preliminary Approval or July 4, 2016, whichever occurs first, the number of California Settlement Class members has increased by more than 10% from the 1,009 California Settlement Class members which Weatherford represented as of the date of mediation (i.e., if there are more than 1,110 California Settlement Class members), then Plaintiffs have the discretionary option to terminate this Agreement by communicating that decision to both the Claim Administrator and Weatherford. Weatherford can preempt Plaintiffs' right to terminate the Agreement under this provision by increasing the California Net Settlement Fund on a pro-rata basis, which mirrors the increase in the overall number California Settlement Class members less 10% (i.e., if the number of California Settlement Class Members increases by 15% as of the date of the Court entering a Preliminary Approval Order or July 4, 2016, whichever occurs first, Weatherford could opt to increase the

California Net Settlement Fund by 5% to preempt Plaintiffs' right to terminate).

E. Members of the Settlement Classes who do not opt-out may object to this Agreement as explained in the notice by filing a written objection with the Claims Administrator (who shall serve all objections as received on Class Counsel and Weatherford's counsel, and Weatherford's counsel and Class Counsel shall file any responses with the Court within five (5) business days of their receipt).

10. Following preliminary approval and the close of the period for filing requests for exclusions or objections under this Settlement Agreement, Plaintiffs shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Class Counsel's application for attorneys' fees, costs and Class Representative incentive payment; and
- C. Dismissing the Lawsuit with prejudice.

11. Nothing in this Agreement shall operate or be construed as an admission of any liability or that class certification is otherwise appropriate. Each of the parties has entered into this Agreement to avoid the burden and expense of further litigation. Pursuant to Federal Rule of Evidence 408, and the applicable laws of other states, this Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Agreement. If Final Approval does not occur, the Parties agree that this Agreement is void, but remains protected by Federal Rule of Evidence 408.

12. The parties and all of their respective counsel agree that they will not issue any press release, initiate any contact with the press, respond to any press inquiry, or have any communication with the press or general public about this case or the fact, amount, or terms of this Agreement. Prior to the mailing to class members, the parties and their counsel will respond to any inquiries from putative members of the Settlement Classes with only a statement that a settlement has been reached and that the details will be communicated in a forthcoming Court-approved notice.

13. The Parties may not waive, amend, or modify any provision of this Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Agreement will not constitute a waiver of any other provision.

14. All notices, demands, and other communications to be provided concerning this Agreement shall be in writing and delivered by receipted delivery and by email at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Weatherford: Michelle B. Heverly, Littler Mendelson, P.C., 333 Bush Street, 34<sup>th</sup> Floor, San Francisco, California 94104.

if to Plaintiffs: Hernaldo J. Baltodano, Baltodano & Baltodano LLP, 733 Marsh Street, Suite 110, San Luis Obispo, California 93401.

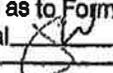
and

Paul K. Haines, Haines Law Group, APC, 2274 E. Maple Ave., El Segundo, California 90245.

15. This Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts and writings prior to the date hereof relating to the subject matters hereof.

16. This Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

**[SIGNATURES ON FOLLOWING PAGE]**

Approved as to Form  
WFT Legal 

DATED: Weatherford U.S., L.P.

By: E. Kyle Chapman  
Its: E. Kyle Chapman - President

DATED: Weatherford Artificial Lift Systems, LLC

By: E. Kyle Chapman  
Its: E. Kyle Chapman - President

DATED: Stephanie A. Vega

By: \_\_\_\_\_  
Plaintiff and Settlement Class Representative

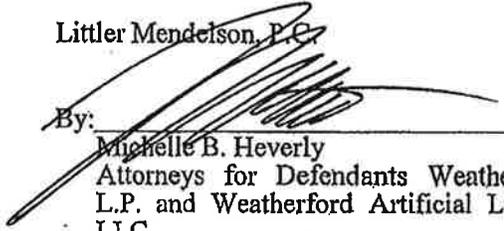
DATED: Michael D. McNatt

By: \_\_\_\_\_  
Plaintiff and Settlement Class Representative

**APPROVED AS TO FORM:**

DATED: June 7, 2016

Littler Mendelson, P.C.

By:   
Michelle B. Heverly  
Attorneys for Defendants Weatherford U.S.,  
L.P. and Weatherford Artificial Lift Systems,  
LLC

DATED: 6/7/16

HAINES LAW GROUP, APC

By:   
Paul K. Haines  
Attorneys for Plaintiffs

DATED:

BALTODANO & BALTODANO LLP

By: \_\_\_\_\_  
Hernaldo J. Baltodano  
Attorneys for Plaintiffs

DATED: Weatherford U.S., Limited Partnership

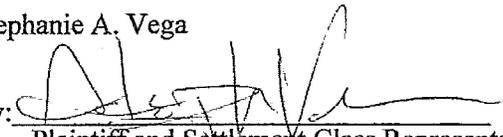
By: \_\_\_\_\_  
Its: \_\_\_\_\_

DATED: Weatherford Artificial Lift Systems, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

DATED: 5/30/16

Stephanie A. Vega

By:   
Plaintiff and Settlement Class Representative

DATED: Michael D. McNatt

By: \_\_\_\_\_  
Plaintiff and Settlement Class Representative

**APPROVED AS TO FORM:**

DATED: Littler Mendelson, P.C.

By: \_\_\_\_\_  
Michelle B. Heverly  
Attorneys for Defendants Weatherford U.S.,  
Limited Partnership and Weatherford Artificial  
Lift Systems, LLC

DATED: HAINES LAW GROUP, APC

By: \_\_\_\_\_  
Paul K. Haines  
Attorneys for Plaintiffs

DATED: BALTODANO & BALTODANO LLP

By: \_\_\_\_\_  
Hernaldo J. Baltodano  
Attorneys for Plaintiffs

DATED: Weatherford U.S., Limited Partnership

By: \_\_\_\_\_  
Its: \_\_\_\_\_

DATED: Weatherford Artificial Lift Systems, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

DATED: Stephanie A. Vega

By: \_\_\_\_\_  
Plaintiff and Settlement Class Representative

DATED: Michael D. McNatt

5/30/16

By:  \_\_\_\_\_  
Plaintiff and Settlement Class Representative

**APPROVED AS TO FORM:**

DATED: Littler Mendelson, P.C.

By: \_\_\_\_\_  
Michelle B. Heverly  
Attorneys for Defendants Weatherford U.S.,  
Limited Partnership and Weatherford Artificial  
Lift Systems, LLC

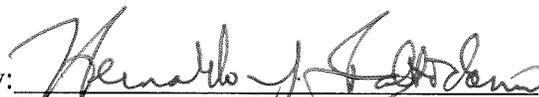
DATED: HAINES LAW GROUP, APC

By: \_\_\_\_\_  
Paul K. Haines  
Attorneys for Plaintiffs

DATED:

5/30/16

BALTODANO & BALTODANO LLP

By:  \_\_\_\_\_  
Hernaldo J. Baltodano  
Attorneys for Plaintiffs

# **EXHIBIT A**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

STEPHANIE A. VEGA,  
Plaintiff,  
vs.  
WEATHERFORD U.S., LIMITED  
PARTNERSHIP, *et al.*  
Defendants.

Case No. 1:14-cv-01790-JLT

**NOTICE OF PENDENCY OF CLASS  
ACTION AND PROPOSED SETTLEMENT**

To: All non-exempt employees who worked for Weatherford U.S., L. P. and/or Weatherford Artificial Lift Systems, LLC (collectively “Weatherford”) in California between August 28, 2010 through <<PRELIM APPROVAL DATE or July 4, 2016>> who also previously opted into the FLSA collective action between May 1, 2015 through July 15, 2015 (the “notice period”).

**PLEASE READ THIS NOTICE CAREFULLY  
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

***Why should you read this notice?***

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in the matter *Vega v. Weatherford U.S., Limited Partnership, et al.*, United States Eastern District Case No. 1:14-cv-01790-JLT (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Weatherford’s records show that you were employed at Weatherford as a non-exempt employee in California between August 28, 2010 through <<PRELIM APPROVAL DATE or July 4, 2016>> (the “Class Period”) and you previously opted into the FLSA collective action during the notice period. Therefore, you are a member of both the California Settlement Class and the FLSA Settlement Class. The Court ordered that this notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves this Settlement, you will be bound to the terms of the Settlement and any final judgment.

***What is this case about?***

Plaintiffs Stephanie A. Vega and Michael D. McNatt (collectively Vega and McNatt are referred to as “Plaintiffs”) reached this proposed settlement with Weatherford on a class action basis on behalf of the following classes:

The California Settlement Class: all non-exempt employees who worked for Weatherford in California between August 28, 2010 through <<PRELIM APPROVAL DATE or July 4, 2016>>.

The FLSA Settlement Class: all individuals who previously opted into the FLSA collective action during the notice period.

Collectively, the members of the two Settlement Classes are known as the “Settlement Class Members.” Plaintiffs are known as the “Class Representatives,” and their attorneys, who also represent the interests of all Settlement Class Members, are known as “Class Counsel.”

The Lawsuit alleges that Weatherford: (i) failed to pay all overtime wages; (ii) failed to provide all required meal periods; (iii) failed to authorize and permit all required rest periods; (iv) failed to provide correct, itemized wage statements; (v) failed to pay all wages due at the time of termination; and (vi) violated the Unfair Competition Law [Bus. & Prof. Code § 17200, *et seq.*] as a result of the foregoing violations. Plaintiffs additionally allege that Weatherford is liable for civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor § 2698 *et seq.* (“PAGA”).

Weatherford denies that it has done anything wrong. Weatherford denies that it owes Settlement Class Members any wages, restitution, penalties, or other damages. Accordingly, this class Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Weatherford, by whom all liability is expressly denied.

The Court has not decided who is right or wrong in this lawsuit. Instead, the Class Representatives and Weatherford have agreed to the Settlement. That way, all parties avoid the costs and risks of a trial, and all the people who qualify as Class Members will receive a payment.

Weatherford joined in the Settlement only as a compromise because it wishes to finally, fully and completely resolve the dispute. By agreeing to the terms of the Settlement, Weatherford does not admit any of the allegations in the lawsuit, that it has done anything wrong or that any Settlement Class Member has suffered any damage. As such, Weatherford is not giving up its right to defend itself against any of the allegations involved in the lawsuit if for any reason the Settlement is not approved.

Plaintiffs and Class Counsel believe that the lawsuit has merit and that the evidence supports the claims. However, Plaintiffs and Class Counsel recognize the expense, length, and uncertain outcome of continued litigation, and consider it to be in the best interests of the Settlement Class Members for this lawsuit to be settled in accordance with the terms of the Settlement.

Therefore, the parties have reached the Settlement that the Court has preliminarily approved on the ground that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members. If given final approval by the Court, the Settlement will affect all Settlement Class Members, entitling those who do not opt out of the Settlement to payment.

**If you are still employed by Weatherford, your decision about whether to participate in the Settlement will not affect your employment. California law and Weatherford’s own policy strictly prohibit unlawful retaliation.** Weatherford will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class Member because of the Settlement Class Member’s decision to either participate or not participate in this Settlement.

**Who are the Attorneys?**

<p>Attorneys for the Plaintiffs/Settlement Class Members:</p> <p>Paul K. Haines phaines@haineslawgroup.com Tuvia Korobkin tkorobkin@haineslawgroup.com Fletcher W. Schmidt fschmidt@haineslawgroup.com HAINES LAW GROUP, APC 2274 East Maple Ave. El Segundo, California 90245 Tel: (424) 292-2350   haineslawgroup.com</p> <p>Hernaldo J. Baltodano hjb@bbemploymentlaw.com Lauren Teukolsky lt@bbemploymentlaw.com Matthew K. Moen mkm@bbemploymentlaw.com BALTODANO &amp; BALTODANO LLP 1411 Marsh St., Suite 102 San Luis Obispo, California 93401 Tel: (805) 322-3412   bbemploymentlaw.com</p>	<p>Attorneys for Defendant Weatherford:</p> <p>Michelle B. Heverly mheverly@littler.com Karin M. Cogbill kcogbill@littler.com Sophia Behnia sbehnia@littler.com LITTLER MENDELSON, P.C. 650 California St., 20th Floor San Francisco, California 94108 Tel: (415) 433-1940   littler.com</p>
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**What are the terms of the Settlement?**

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified the California Settlement Class and FLSA Settlement Class, for settlement purposes only.

As both a California Settlement Class and FLSA Settlement Class Member, you will be bound by the Settlement and will release your claims against Weatherford as specifically described below unless you opt-out pursuant to the procedures set forth in this notice.

Weatherford has agreed to pay \$6,000,000 (the “Gross Settlement Amount”) to fully resolve all claims in the Lawsuit, including payments to the Settlement Class Members, Settlement Administration Costs, Class Counsel’s attorneys’ fees, litigation costs, the Class Representatives’ enhancement awards, and a PAGA payment to the state of California.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Rust Consulting, Inc. to act as the “Settlement Administrator,” who is sending this notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$35,000 from the Settlement Amount to pay the Settlement Administration Costs.

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Settlement Amount. Settlement Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to 25 percent of the Gross Settlement Amount, or \$1,500,000 as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$55,000 for reimbursement of verified costs Class Counsel incurred in connection with the Lawsuit.

Enhancement Awards to Class Representatives. Class Counsel will ask the Court to award the Class Representatives enhancement awards in the amount of \$10,000 each (\$20,000 total), to compensate them for their service and extra work provided on behalf of the Settlement Class Members.

PAGA Payment to State of California. \$50,000 will be paid to the LWDA, representing 75% of the amount the parties have agreed to allocate to the Settlement of the Class Representatives' claim on behalf of Settlement Class Members under the Labor Code Private Attorneys General Act ("PAGA").

Calculation of Individual Settlement Class Member Settlement Payments. After deducting the Court-approved amounts above, the balance of the Gross Settlement Payment will form the Net Settlement Fund ("NSF"), which will be distributed to all Settlement Class Members who do not exclude themselves from the Settlement. The NSF is estimated to be no less than \$4,340,000. The NSF will be divided as follows:

- \$156,000 is designated as the "FLSA Net Settlement Fund," which shall be paid to the members of the FLSA Settlement Class based on the amounts earned and the overtime hours worked by each FLSA Settlement Class Member between May 1, 2012 and <<PRELIM APPROVAL DATE or July 4, 2016>>.

After deduction of the FLSA Net Settlement Fund, the remainder of the Net Settlement fund shall be designated the "California Net Settlement Fund." The California Net Settlement Fund shall be allocated as follows:

- 10% of the California Net Settlement Fund shall be designated as the "California Waiting Time Amount" and shall be allocated to each participating California Settlement Class Member who separated his or her employment from Weatherford between August 28, 2011 and <<PRELIM APPROVAL DATE or July 4, 2016>>, on an equal pro-rata basis.

The amount remaining in the California Net Settlement fund after deduction of the California Waiting Time Amount shall be known as the "Remaining California Net Settlement Fund" and shall be allocated as follows:

- The Remaining California Net Settlement Fund shall be allocated to each participating California Settlement Class Member, based on their proportionate share of workweeks worked during the California Class Period, by multiplying the Remaining California Net Settlement Fund by a fraction, the numerator of which is the California Settlement Class Member's total workweeks worked during the California Class Period, and the denominator of which is the total workweeks worked by all California Settlement Class Members during the California Class Period between August 28, 2010 and <<PRELIM APPROVAL DATE or July 4, 2016>>.

Based on Weatherford's employment records, you are a [currently employed / formerly employed] member of the California Settlement Class and the FLSA Settlement Class. Your estimated settlement share is \$\_\_\_\_\_. You will receive this payment unless you affirmatively request exclusion from the settlement by completing and returning the Request for Exclusion form (enclosed with this notice) to Rust Consulting, Inc. by <<RESPONSE DEADLINE>>.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Settlement Payments will be mailed to all Settlement Class Members who have not excluded themselves from the Settlement.

Release. Plaintiffs and every member of the Settlement Classes (except those who opt out) will fully release and discharge Weatherford U.S., L.P., Weatherford Artificial Lift Systems, LLC, Precision Energy Services, Inc., Visual Systems, Inc., eProduction Solutions, LLC, Johnson Screens, Inc. and all of its past and present parent companies, controlling persons, subsidiaries, affiliates, directors, officers, agents, attorneys, employees, and benefit plans sponsored by any such entities (collectively "Released Parties"), as follows:

The California Settlement Class Members will release all claims that were pled in this Lawsuit or which could have been pled in this Lawsuit based on the factual allegations set forth in the Second

Amended Complaint, including, but not limited to, any and all claims under California law for: (i) failure to pay overtime wages; (ii) failure to provide meal periods; (iii) failure to authorize and permit rest periods; (iv) wage statement penalties; (v) waiting time penalties; (vi) unfair competition; and (vii) civil penalties under the Private Attorneys General Act (“PAGA”) (hereinafter collectively referred to as the “California Released Claims”). For members of the Settlement Class who do not opt out, the release period shall run from August 28, 2010 through <<PRELIM APPROVAL DATE or July 4, 2016>>.

The FLSA Settlement Class Members will release all claims that are asserted or could have been asserted under the FLSA, based on Weatherford’s alleged failure to pay all overtime wages based on a miscalculation of the regular rate of pay. For members of the FLSA Settlement Class, the release period shall run from actual date the individual opted in to the Lawsuit through <<PRELIM APPROVAL DATE or July 4, 2016>>.

Collectively, the releases by the Plaintiffs, the California Settlement Class and the FLSA Settlement Class will be referred to as the “Released Claims.”

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Fairness and Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

#### ***How can I claim money from the Settlement?***

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement as stated herein. You also will be bound by the Settlement Agreement, including the release of claims stated herein.

#### ***What other options do I have?***

Excluding Yourself from the Settlement. If you **do not** wish to take part in the Settlement or if you wish to bring your own individual lawsuit against Weatherford, you may exclude yourself by completing and returning the Request for Exclusion form included with this notice to the Settlement Administrator, Rust Consulting, Inc., no later than <<RESPONSE DEADLINE>>.

If you choose to exclude yourself from the Settlement, you shall no longer be a Settlement Class Member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement. Moreover, for FLSA Settlement Class members who choose to exclude themselves, upon exclusion, Class Counsel will no longer be representing your interests, and the statutes of limitations for your FLSA claims, which have been tolled since the date on which you opted-in, will no longer be tolled.

Objection to Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the proposed Settlement, or any portion of it, you must mail a written objection to the Settlement Administrator. Your written objection must be signed by you and must state: (1) your full name; (2) the last four digits of your Social Security number; (3) the basis for your objection; and, (4) whether you intend to appear at the Final Approval Hearing. Objections must be postmarked on or before <<RESPONSE DEADLINE>>.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE>> at the Bakersfield Federal Courthouse, located at 510 19th Street, Bakersfield, CA 93301. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>. All objections or other correspondence must state the name and number of the case, which is *Vega v. Weatherford U.S., Limited Partnership, et al.*, United States Eastern District Case No. 1:14-cv-01790-JLT.

If you object to the Settlement, you will remain a Settlement Class Member, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object.

***What is the next step?***

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE>>, at the Bakersfield Federal Courthouse, located at 510 19th Street, Bakersfield, CA 93301. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the enhancement awards to the Class Representatives. **You are not required to attend the Final Approval Hearing, although any Settlement Class Member is welcome to attend the hearing.**

***How can I get additional information?***

This notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the United States District Court, Eastern District of California, located at 2500 Tulare Street, Room 1501, Fresno, CA 93721, during regular court hours, or online through the PACER Case Locator at [www.pacer.gov/findcase](http://www.pacer.gov/findcase). You may also contact Class Counsel using the contact information listed above for more information.

**PLEASE DO NOT CALL OR WRITE THE COURT, WEATHERFORD, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS**

***REMINDER AS TO TIME LIMITS***

The deadline for submitting any Requests for Exclusion or Objections is <<RESPONSE DEADLINE>>.

**BY ORDER OF THE COURT ENTERED ON <<PRELIM APPROVAL DATE>>.**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

STEPHANIE A. VEGA,  
Plaintiff,  
vs.  
WEATHERFORD U.S., LIMITED  
PARTNERSHIP, *et al.*  
Defendants.

Case No. 1:14-cv-01790-JLT

**NOTICE OF PENDENCY OF CLASS  
ACTION AND PROPOSED SETTLEMENT**

To: All non-exempt employees who worked for Weatherford U.S., L. P. and/or Weatherford Artificial Lift Systems, LLC (collectively “Weatherford”) in California between August 28, 2010 through <<PRELIM APPROVAL DATE or July 4, 2016>>.

**PLEASE READ THIS NOTICE CAREFULLY  
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

***Why should you read this notice?***

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in the matter *Vega v. Weatherford U.S., Limited Partnership, et al.*, United States Eastern District Case No. 1:14-cv-01790-JLT (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Weatherford’s records show that you were employed at Weatherford as a non-exempt employee in California between August 28, 2010 through <<PRELIM APPROVAL DATE or July 4, 2016>> (the “Class Period”), and you are therefore a member of the California Settlement Class. The Court ordered that this notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves this Settlement, you will be bound to the terms of the Settlement and any final judgment.

***What is this case about?***

Plaintiffs Stephanie A. Vega and Michael D. McNatt (collectively Vega and McNatt are referred to as “Plaintiffs”) reached this proposed settlement with Weatherford on a class action basis on behalf of the following classes:

The California Settlement Class: all non-exempt employees who worked for Weatherford in California between August 28, 2010 through <<PRELIM APPROVAL DATE or July 4, 2016>>.

The FLSA Settlement Class: all individuals who previously opted into the FLSA collective action during the notice period.

Collectively, the members of the two Settlement Classes are known as the “Settlement Class Members.” Plaintiffs are known as the “Class Representatives,” and their attorneys, who also represent the interests of all Settlement Class Members, are known as “Class Counsel.”

The Lawsuit alleges that Weatherford: (i) failed to pay all overtime wages; (ii) failed to provide all required meal periods; (iii) failed to authorize and permit all required rest periods; (iv) failed to provide correct, itemized wage statements; (v) failed to pay all wages due at the time of termination; and (vi) violated the Unfair Competition Law [Bus. & Prof. Code § 17200, *et seq.*] as a result of the foregoing violations. Plaintiffs additionally allege that Weatherford is liable for civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor § 2698 *et seq.* (“PAGA”).

Weatherford denies that it has done anything wrong. Weatherford denies that it owes Settlement Class Members any wages, restitution, penalties, or other damages. Accordingly, this class Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Weatherford, by whom all liability is expressly denied.

The Court has not decided who is right or wrong in this lawsuit. Instead, the Class Representatives and Weatherford have agreed to the Settlement. That way, all parties avoid the costs and risks of a trial, and all the people who qualify as Class Members will receive a payment.

Weatherford joined in the Settlement only as a compromise because it wishes to finally, fully and completely resolve the dispute. By agreeing to the terms of the Settlement, Weatherford does not admit any of the allegations in the lawsuit, that it has done anything wrong or that any Settlement Class Member has suffered any damage. As such, Weatherford is not giving up its right to defend itself against any of the allegations involved in the lawsuit if for any reason the Settlement is not approved.

Plaintiffs and Class Counsel believe that the lawsuit has merit and that the evidence supports the claims. However, Plaintiffs and Class Counsel recognize the expense, length, and uncertain outcome of continued litigation, and consider it to be in the best interests of the Settlement Class Members for this lawsuit to be settled in accordance with the terms of the Settlement.

Therefore, the parties have reached the Settlement that the Court has preliminarily approved on the ground that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members. If given final approval by the Court, the Settlement will affect all Settlement Class Members, entitling those who do not opt out of the Settlement to payment.

**If you are still employed by Weatherford, your decision about whether to participate in the Settlement will not affect your employment.** California law and Weatherford’s own policy strictly prohibit unlawful retaliation. Weatherford will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class Member because of the Settlement Class Member’s decision to either participate or not participate in this Settlement.

**Who are the Attorneys?**

<p>Attorneys for the Plaintiffs/Settlement Class Members:</p> <p>Paul K. Haines phaines@haineslawgroup.com Tuvia Korobkin tkorobkin@haineslawgroup.com Fletcher W. Schmidt fschmidt@haineslawgroup.com HAINES LAW GROUP, APC 2274 East Maple Ave. El Segundo, California 90245 Tel: (424) 292-2350   haineslawgroup.com</p> <p>Hernaldo J. Baltodano hjb@bbemploymentlaw.com Lauren Teukolsky lt@bbemploymentlaw.com Matthew K. Moen mkm@bbemploymentlaw.com BALTODANO &amp; BALTODANO LLP 1411 Marsh St., Suite 102 San Luis Obispo, California 93401 Tel: (805) 322-3412   bbemploymentlaw.com</p>	<p>Attorneys for Defendant Weatherford:</p> <p>Michelle B. Heverly mheverly@littler.com Karin M. Cogbill kcogbill@littler.com Sophia Behnia sbehnia@littler.com LITTLER MENDELSON, P.C. 650 California St., 20th Floor San Francisco, California 94108 Tel: (415) 433-1940   littler.com</p>
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**What are the terms of the Settlement?**

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified the California Settlement Class and FLSA Settlement Class, for settlement purposes only.

As a California Settlement Class Member, you will be bound by the Settlement and will release your claims against Weatherford as specifically described below unless you opt-out pursuant to the procedures set forth in this notice.

Weatherford has agreed to pay \$6,000,000 (the “Gross Settlement Amount”) to fully resolve all claims in the Lawsuit, including payments to the Settlement Class Members, Settlement Administration Costs, Class Counsel’s attorneys’ fees, litigation costs, the Class Representatives’ enhancement awards, and a PAGA payment to the state of California.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Rust Consulting, Inc. to act as the “Settlement Administrator,” who is sending this notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$35,000 from the Settlement Amount to pay the Settlement Administration Costs.

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Settlement Amount. Settlement Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to 25 percent of the Gross Settlement Amount, or \$1,500,000 as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$55,000 for reimbursement of verified costs Class Counsel incurred in connection with the Lawsuit.

Enhancement Awards to Class Representatives. Class Counsel will ask the Court to award the Class Representatives enhancement awards in the amount of \$10,000 each (\$20,000 total), to compensate them for their service and extra work provided on behalf of the Settlement Class Members.

PAGA Payment to State of California. \$50,000 will be paid to the LWDA, representing 75% of the amount the parties have agreed to allocate to the Settlement of the Class Representatives' claim on behalf of Settlement Class Members under the Labor Code Private Attorneys General Act ("PAGA").

Calculation of Individual Settlement Class Member Settlement Payments. After deducting the Court-approved amounts above, the balance of the Gross Settlement Payment will form the Net Settlement Fund ("NSF"), which will be distributed to all Settlement Class Members who do not exclude themselves from the Settlement. The NSF is estimated to be no less than \$4,340,000. The NSF will be divided as follows:

- \$156,000 is designated as the "FLSA Net Settlement Fund," which shall be paid to the members of the FLSA Settlement Class based on the amounts earned and the overtime hours worked by each FLSA Settlement Class Member between May 1, 2012 and <<PRELIM APPROVAL DATE or July 4, 2016>>.

After deduction of the FLSA Net Settlement Fund, the remainder of the Net Settlement fund shall be designated the "California Net Settlement Fund." The California Net Settlement Fund shall be allocated as follows:

- 10% of the California Net Settlement Fund shall be designated as the "California Waiting Time Amount" and shall be allocated to each participating California Settlement Class Member who separated his or her employment from Weatherford between August 28, 2011 and <<PRELIM APPROVAL DATE or July 4, 2016>>, on an equal pro-rata basis.

The amount remaining in the California Net Settlement fund after deduction of the California Waiting Time Amount shall be known as the "Remaining California Net Settlement Fund" and shall be allocated as follows:

- The Remaining California Net Settlement Fund shall be allocated to each participating California Settlement Class Member, based on their proportionate share of workweeks worked during the California Class Period, by multiplying the Remaining California Net Settlement Fund by a fraction, the numerator of which is the California Settlement Class Member's total workweeks worked during the California Class Period, and the denominator of which is the total workweeks worked by all California Settlement Class Members during the California Class Period between August 28, 2010 and <<PRELIM APPROVAL DATE or July 4, 2016>>.

Based on Weatherford's employment records, you are a [currently employed / formerly employed] member of the California Settlement Class, and your estimated settlement share is \$ \_\_\_\_\_. You will receive this payment unless you affirmatively request exclusion from the settlement by completing and returning the Request for Exclusion form (enclosed with this notice) to Rust Consulting, Inc. by <<RESPONSE DEADLINE>>.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Settlement Payments will be mailed to all Settlement Class Members who have not excluded themselves from the Settlement.

Release. Plaintiffs and every member of the Settlement Classes (except those who opt out) will fully release and discharge Weatherford U.S., L.P., Weatherford Artificial Lift Systems, LLC, Precision Energy Services, Inc., Visual Systems, Inc., eProduction Solutions, LLC, Johnson Screens, Inc. and all of its past and present parent companies, controlling persons, subsidiaries, affiliates, directors, officers, agents, attorneys, employees, and benefit plans sponsored by any such entities (collectively "Released Parties"), as follows:

The California Settlement Class Members will release all claims that were pled in this Lawsuit or which could have been pled in this Lawsuit based on the factual allegations set forth in the Second

Amended Complaint, including, but not limited to, any and all claims under California law for: (i) failure to pay overtime wages; (ii) failure to provide meal periods; (iii) failure to authorize and permit rest periods; (iv) wage statement penalties; (v) waiting time penalties; (vi) unfair competition; and (vii) civil penalties under the Private Attorneys General Act (“PAGA”) (hereinafter collectively referred to as the “California Released Claims”). For members of the Settlement Class who do not opt out, the release period shall run from August 28, 2010 through <<PRELIM APPROVAL DATE or July 4, 2016>>.

The FLSA Settlement Class Members will release all claims that are asserted or could have been asserted under the FLSA, based on Weatherford’s alleged failure to pay all overtime wages based on a miscalculation of the regular rate of pay. For members of the FLSA Settlement Class, the release period shall run from actual date the individual opted in to the Lawsuit through <<PRELIM APPROVAL DATE or July 4, 2016>>.

Collectively, the releases by the Plaintiffs, the California Settlement Class and the FLSA Settlement Class will be referred to as the “Released Claims.”

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Fairness and Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

#### ***How can I claim money from the Settlement?***

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement as stated herein. You also will be bound by the Settlement Agreement, including the release of claims stated herein.

#### ***What other options do I have?***

Excluding Yourself from the Settlement. If you **do not** wish to take part in the Settlement or if you wish to bring your own individual lawsuit against Weatherford, you may exclude yourself by completing and returning the Request for Exclusion form included with this notice to the Settlement Administrator, Rust Consulting, Inc., no later than <<RESPONSE DEADLINE>>.

If you choose to exclude yourself from the Settlement, you shall no longer be a Settlement Class Member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement.

Objection to Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the proposed Settlement, or any portion of it, you must mail a written objection to the Settlement Administrator. Your written objection must be signed by you and must state: (1) your full name; (2) the last four digits of your Social Security number; (3) the basis for your objection; and, (4) whether you intend to appear at the Final Approval Hearing. Objections must be postmarked on or before <<RESPONSE DEADLINE>>.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE>> at the Bakersfield Federal Courthouse, located at 510 19th Street, Bakersfield, CA 93301. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>. All objections or other correspondence must state the name and number of the case, which is *Vega v. Weatherford U.S., Limited Partnership, et al.*, United States Eastern District Case No. 1:14-cv-01790-JLT.

If you object to the Settlement, you will remain a Settlement Class Member, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object.

***What is the next step?***

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE>>, at the Bakersfield Federal Courthouse, located at 510 19th Street, Bakersfield, CA 93301. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the enhancement awards to the Class Representatives. **You are not required to attend the Final Approval Hearing, although any Settlement Class Member is welcome to attend the hearing.**

***How can I get additional information?***

This notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the United States District Court, Eastern District of California, located at 2500 Tulare Street, Room 1501, Fresno, CA 93721, during regular court hours, or online through the PACER Case Locator at [www.pacer.gov/findcase](http://www.pacer.gov/findcase). You may also contact Class Counsel using the contact information listed above for more information.

**PLEASE DO NOT CALL OR WRITE THE COURT, WEATHERFORD, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS**

***REMINDER AS TO TIME LIMITS***

The deadline for submitting any Requests for Exclusion or Objections is <<RESPONSE DEADLINE>>.

**BY ORDER OF THE COURT ENTERED ON <<PRELIM APPROVAL DATE>>.**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

STEPHANIE A. VEGA,  
Plaintiff,  
vs.  
WEATHERFORD U.S., LIMITED  
PARTNERSHIP, *et al.*  
Defendants.

Case No. 1:14-cv-01790-JLT

**NOTICE OF PENDENCY OF CLASS  
ACTION AND PROPOSED SETTLEMENT**

To: All individuals who previously opted into the FLSA collective action between May 1, 2015 through July 15, 2015 (the “notice period”).

**PLEASE READ THIS NOTICE CAREFULLY  
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

***Why should you read this notice?***

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) between Plaintiffs Stephanie A. Vega and Michael D. McNatt (collectively Vega and McNatt are referred to as “Plaintiffs”) and Weatherford U.S., L. P. and Weatherford Artificial Lift Systems, LLC (collectively “Weatherford”) in the matter *Vega v. Weatherford U.S., Limited Partnership, et al.*, United States Eastern District Case No. 1:14-cv-01790-JLT (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Weatherford’s records show that you previously opted into the FLSA collective action during the notice period, and you are therefore a member of the FLSA Settlement Class. The Court ordered that this notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves this Settlement, you will be bound to the terms of the Settlement and any final judgment.

***What is this case about?***

Plaintiffs reached this proposed settlement with Weatherford on a class action basis on behalf of the following classes:

The California Settlement Class: all non-exempt employees who worked for Weatherford in California between August 28, 2010 through <<PRELIM APPROVAL DATE or July 4, 2016>>.

The FLSA Settlement Class: all individuals who previously opted into the FLSA collective action during the notice period.

Collectively, the members of the two Settlement Classes are known as the “Settlement Class Members.” Plaintiffs are known as the “Class Representatives,” and their attorneys, who also represent the interests of all Settlement Class Members, are known as “Class Counsel.”

The Lawsuit alleges that Weatherford: (i) failed to pay all overtime wages; (ii) failed to provide all required meal periods; (iii) failed to authorize and permit all required rest periods; (iv) failed to provide correct,

itemized wage statements; (v) failed to pay all wages due at the time of termination; and (vi) violated the Unfair Competition Law [Bus. & Prof. Code § 17200, *et seq.*] as a result of the foregoing violations. Plaintiffs additionally allege that Weatherford is liable for civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor § 2698 *et seq.* (“PAGA”).

Weatherford denies that it has done anything wrong. Weatherford denies that it owes Settlement Class Members any wages, restitution, penalties, or other damages. Accordingly, this class Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Weatherford, by whom all liability is expressly denied.

The Court has not decided who is right or wrong in this lawsuit. Instead, the Class Representatives and Weatherford have agreed to the Settlement. That way, all parties avoid the costs and risks of a trial, and all the people who qualify as Class Members will receive a payment.

Weatherford joined in the Settlement only as a compromise because it wishes to finally, fully and completely resolve the dispute. By agreeing to the terms of the Settlement, Weatherford does not admit any of the allegations in the lawsuit, that it has done anything wrong or that any Settlement Class Member has suffered any damage. As such, Weatherford is not giving up its right to defend itself against any of the allegations involved in the lawsuit if for any reason the Settlement is not approved.

Plaintiffs and Class Counsel believe that the lawsuit has merit and that the evidence supports the claims. However, Plaintiffs and Class Counsel recognize the expense, length, and uncertain outcome of continued litigation, and consider it to be in the best interests of the Settlement Class Members for this lawsuit to be settled in accordance with the terms of the Settlement.

Therefore, the parties have reached the Settlement that the Court has preliminarily approved on the ground that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members. If given final approval by the Court, the Settlement will affect all Settlement Class Members, entitling those who do not opt out of the Settlement to payment.

**If you are still employed by Weatherford, your decision about whether to participate in the Settlement will not affect your employment. California law and Weatherford’s own policy strictly prohibit unlawful retaliation.** Weatherford will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class Member because of the Settlement Class Member’s decision to either participate or not participate in this Settlement.

**Who are the Attorneys?**

<p>Attorneys for the Plaintiffs/Settlement Class Members:</p> <p>Paul K. Haines phaines@haineslawgroup.com Tuvia Korobkin tkorobkin@haineslawgroup.com Fletcher W. Schmidt fschmidt@haineslawgroup.com HAINES LAW GROUP, APC 2274 East Maple Ave. El Segundo, California 90245 Tel: (424) 292-2350   haineslawgroup.com</p> <p>Hernaldo J. Baltodano hjb@bbemploymentlaw.com Lauren Teukolsky lt@bbemploymentlaw.com Matthew K. Moen mkm@bbemploymentlaw.com BALTODANO &amp; BALTODANO LLP 1411 Marsh St., Suite 102 San Luis Obispo, California 93401 Tel: (805) 322-3412   bbemploymentlaw.com</p>	<p>Attorneys for Defendant Weatherford:</p> <p>Michelle B. Heverly mheverly@littler.com Karin M. Cogbill kcogbill@littler.com Sophia Behnia sbehnia@littler.com LITTLER MENDELSON, P.C. 650 California St., 20th Floor San Francisco, California 94108 Tel: (415) 433-1940   littler.com</p>
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**What are the terms of the Settlement?**

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified the California Settlement Class and FLSA Settlement Class, for settlement purposes only.

As a FLSA Settlement Class Member, you will be bound by the Settlement and will release your claims against Weatherford as specifically described below unless you opt-out pursuant to the procedures set forth in this notice.

Weatherford has agreed to pay \$6,000,000 (the “Gross Settlement Amount”) to fully resolve all claims in the Lawsuit, including payments to the Settlement Class Members, Settlement Administration Costs, Class Counsel’s attorneys’ fees, litigation costs, the Class Representatives’ enhancement awards, and a PAGA payment to the state of California.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Rust Consulting, Inc. to act as the “Settlement Administrator,” who is sending this notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$35,000 from the Settlement Amount to pay the Settlement Administration Costs.

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Settlement Amount. Settlement Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to 25 percent of the Gross Settlement Amount, or \$1,500,000 as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$55,000 for reimbursement of verified costs Class Counsel incurred in connection with the Lawsuit.

Enhancement Awards to Class Representatives. Class Counsel will ask the Court to award the Class Representatives enhancement awards in the amount of \$10,000 each (\$20,000 total), to compensate them for their service and extra work provided on behalf of the Settlement Class Members.

PAGA Payment to State of California. \$50,000 will be paid to the LWDA, representing 75% of the amount the parties have agreed to allocate to the Settlement of the Class Representatives' claim on behalf of Settlement Class Members under the Labor Code Private Attorneys General Act ("PAGA").

Calculation of Individual Settlement Class Member Settlement Payments. After deducting the Court-approved amounts above, the balance of the Gross Settlement Payment will form the Net Settlement Fund ("NSF"), which will be distributed to all Settlement Class Members who do not exclude themselves from the Settlement. The NSF is estimated to be no less than \$4,340,000. The NSF will be divided as follows:

- \$156,000 is designated as the "FLSA Net Settlement Fund," which shall be paid to the members of the FLSA Settlement Class based on the amounts earned and the overtime hours worked by each FLSA Settlement Class Member between May 1, 2012 and <<PRELIM APPROVAL DATE or July 4, 2016>>.

After deduction of the FLSA Net Settlement Fund, the remainder of the Net Settlement fund shall be designated the "California Net Settlement Fund." The California Net Settlement Fund shall be allocated as follows:

- 10% of the California Net Settlement Fund shall be designated as the "California Waiting Time Amount" and shall be allocated to each participating California Settlement Class Member who separated his or her employment from Weatherford between August 28, 2011 and <<PRELIM APPROVAL DATE or July 4, 2016>>, on an equal pro-rata basis.

The amount remaining in the California Net Settlement fund after deduction of the California Waiting Time Amount shall be known as the "Remaining California Net Settlement Fund" and shall be allocated as follows:

- The Remaining California Net Settlement Fund shall be allocated to each participating California Settlement Class Member, based on their proportionate share of workweeks worked during the California Class Period, by multiplying the Remaining California Net Settlement Fund by a fraction, the numerator of which is the California Settlement Class Member's total workweeks worked during the California Class Period, and the denominator of which is the total workweeks worked by all California Settlement Class Members during the California Class Period between August 28, 2010 and <<PRELIM APPROVAL DATE or July 4, 2016>>.

Based on Weatherford's employment records, you are a member of the FLSA Settlement Class, and your estimated settlement share is \$ \_\_\_\_\_. You will receive this payment unless you affirmatively opt-out from the Settlement by submitting a valid request for exclusion to Rust Consulting, Inc. by <<RESPONSE DEADLINE>>.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Settlement Payments will be mailed to all Settlement Class Members who have not excluded themselves from the Settlement.

Release. Plaintiffs and every member of the Settlement Classes (except those who opt out) will fully release and discharge Weatherford U.S., L.P., Weatherford Artificial Lift Systems, LLC, Precision Energy Services, Inc., Visual Systems, Inc., eProduction Solutions, LLC, Johnson Screens, Inc. and all of its past and present parent companies, controlling persons, subsidiaries, affiliates, directors, officers, agents, attorneys, employees, and benefit plans sponsored by any such entities (collectively "Released Parties"), as follows:

The California Settlement Class Members will release all claims that were pled in this Lawsuit or which could have been pled in this Lawsuit based on the factual allegations set forth in the Second Amended Complaint, including, but not limited to, any and all claims under California law for: (i)

failure to pay overtime wages; (ii) failure to provide meal periods; (iii) failure to authorize and permit rest periods; (iv) wage statement penalties; (v) waiting time penalties; (vi) unfair competition; and (vii) civil penalties under the Private Attorneys General Act (“PAGA”) (hereinafter collectively referred to as the “California Released Claims”). For members of the Settlement Class who do not opt out, the release period shall run from August 28, 2010 through <<PRELIM APPROVAL DATE or July 4, 2016>>.

The FLSA Settlement Class Members will release all claims that are asserted or could have been asserted under the FLSA, based on Weatherford’s alleged failure to pay all overtime wages based on a miscalculation of the regular rate of pay. For members of the FLSA Settlement Class, the release period shall run from actual date the individual opted in to the Lawsuit through <<PRELIM APPROVAL DATE or July 4, 2016>>.

Collectively, the releases by the Plaintiffs, the California Settlement Class and the FLSA Settlement Class will be referred to as the “Released Claims.”

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Fairness and Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

#### ***How can I claim money from the Settlement?***

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement as stated herein. You also will be bound by the Settlement Agreement, including the release of claims stated herein.

#### ***What other options do I have?***

Excluding Yourself from the Settlement. If you **do not** wish to take part in the Settlement or if you wish to bring your own individual lawsuit against Weatherford, you may exclude yourself by completing and sending a request for exclusion to the Settlement Administrator, Rust Consulting, Inc., no later than <<RESPONSE DEADLINE>>.

Your request for exclusion must be in writing and must include your name (and former names, if any), current address, and last four digits of your social security number, and must include the statement “I wish to exclude myself from the Settlement reached in *Vega v. Weatherford U.S., Limited Partnership, et al.* and I understand by excluding myself I will not receive any money from this Settlement.” Requests for exclusion should be mailed directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely request for exclusion shall, upon receipt, no longer be a Settlement Class Member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement. Moreover, for FLSA Settlement Class members who choose to exclude themselves, upon exclusion, Class Counsel will no longer be representing your interests, and the statutes of limitations for your FLSA claims, which have been tolled since the date on which you opted-in, will no longer be tolled.

Objection to Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the proposed Settlement, or any portion of it, you must mail a written objection to the Settlement Administrator. Your written objection must be signed by you and must state: (1) your full name; (2) the last four digits of your Social Security number; (3) the basis for your objection; and, (4) whether you intend to appear at the Final Approval Hearing. Objections must be postmarked on or before <<RESPONSE DEADLINE>>.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE>> at the Bakersfield Federal Courthouse, located at 510 19th Street, Bakersfield, CA 93301. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>. All objections or other correspondence must state the name and number of the case, which

is *Vega v. Weatherford U.S., Limited Partnership, et al.*, United States Eastern District Case No. 1:14-cv-01790-JLT.

If you object to the Settlement, you will remain a Settlement Class Member, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object.

***What is the next step?***

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE>>, at the Bakersfield Federal Courthouse, located at 510 19th Street, Bakersfield, CA 93301. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the enhancement awards to the Class Representatives. **You are not required to attend the Final Approval Hearing, although any Settlement Class Member is welcome to attend the hearing.**

***How can I get additional information?***

This notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the United States District Court, Eastern District of California, located at 2500 Tulare Street, Room 1501, Fresno, CA 93721, during regular court hours, or online through the PACER Case Locator at [www.pacer.gov/findcase](http://www.pacer.gov/findcase). You may also contact Class Counsel using the contact information listed above for more information.

**PLEASE DO NOT CALL OR WRITE THE COURT, WEATHERFORD, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS**

***REMINDER AS TO TIME LIMITS***

The deadline for submitting any requests for exclusion or Objections is <<RESPONSE DEADLINE>>.

**BY ORDER OF THE COURT ENTERED ON <<PRELIM APPROVAL DATE>>.**

**REQUEST FOR EXCLUSION (“OPT OUT”) FORM**

*Vega v. Weatherford U.S., Limited Partnership, et al.*  
United States District Court, Eastern District of California  
Case No.: 1:14-cv-01790-JLT

**IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL THIS FORM, POSTMARKED ON OR BEFORE [INSERT DATE], ADDRESSED AS FOLLOWS:**

<p>RUST CONSULTING, INC.  VEGA v. WEATHERFORD U.S., LIMITED PARTNERSHIP, et al.  CLASS ACTION ADMINISTRATOR</p> <p><b>ADDRESS</b>  <b>ADDRESS</b>  <b>PHONE</b>  <b>FAX</b></p>
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**DO NOT SUBMIT THIS FORM IF YOU WISH TO RECEIVE A PAYMENT UNDER THE SETTLEMENT.**

By signing and returning this form, I confirm that I ***do not*** want to be included in the Settlement of the lawsuit entitled *Vega v. Weatherford U.S., Limited Partnership, et al.* Case No. 1:14-cv-01790-JLT.

I understand that by opting out of the Settlement, I am giving up my right to receive any payments under the Settlement. By providing the following information, I affirm that I want to opt-out (or exclude myself from) the class action Settlement:

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First Name	Middle Initial	Last Name
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Former Name ( <i>if applicable</i> ); First	Middle Initial	Last Name
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Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print