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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

FREDERICK PEREGOY, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiffs,

vs.

KELLER DRILLING, INC., a California
corporation; KELLER GROUP, PLC, an
unknown business entity; KELLER
FOUNDATIONS, LLC, an unknown business
entity; KELLER MANAGEMENT
SERVICES, LLC, a Delaware limited liability
company; HAYWARD BAKER, INC., an
unknown business entity; KELLER NORTH
AMERICA, INC., a Delaware corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 37-2023-00049125-CU-OE-CTL

Honorable Katherine Bacal
Department C-63

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: August 7, 2026
Time: 1:30 p.m.
Department: C-63

Complaint Filed: November 9, 2023
FAC Filed: February 24, 2025
Trial Date: None Set

1 This matter has come before the Honorable Katherine Bacal, in Department C-63 of the
2 above-entitled Court, located at 330 West Broadway, San Diego, California 92101, on August
3 7, 2026 at 1:30 p.m., on Plaintiff Frederick Peregoy’s (“Plaintiff”) Motion for Final Approval
4 of Class Action and PAGA Settlement, Attorneys’ Fees and Costs, and Class Representative
5 Service Award (“Motion for Final Approval”). Lawyers *for* Justice, PC, appeared on behalf of
6 Plaintiff and the Class, and Gordon Rees Scully Mansukhani, LLP appeared on behalf of
7 Defendants Keller Drilling, Inc., Keller Group, PLC, Keller Foundations, LLC, Keller
8 Management Services, LLC, Hayward Baker, Inc., and Keller North America, Inc. (collectively,
9 “Defendants”).

10 On September 5, 2025, the Court entered the Order Granting Preliminary Approval of
11 Class Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily
12 approving the settlement of the above-entitled action in accordance with the Joint Stipulation of
13 Class Action and PAGA Settlement and Release (“Settlement,” “Agreement,” or “Settlement
14 Agreement”), which, together with the exhibits annexed thereto set forth the terms and
15 conditions for settlement of the Action.

16 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
17 oral argument, and good cause appearing,

18 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS**
19 **FOLLOWS:**

- 20 1. The Motion for Final Approval is granted in its entirety.
- 21 2. This Final Approval Order and Judgment incorporates by reference the definitions
22 in the Settlement Agreement and Preliminary Approval Order, and all capitalized terms used,
23 but not defined, herein shall have the same meanings as in the Settlement Agreement and
24 Preliminary Approval Order.
- 25 3. Unless otherwise specified, all citations and references to the Private Attorneys
26 General Act of 2004, California Labor Code sections 2698, et seq. (“PAGA”) that are contained
27 within this motion and supporting papers are to the former version of the PAGA statute prior to
28 the recent amendment effective July 1, 2024; the amended PAGA statute does not apply to the

1 above-captioned action and the Settlement pursuant to California Labor Code § 2699, subd. (v),
2 as amended, because the notice to the Labor and Workforce Development Agency ("LWDA")
3 was filed prior to June 19, 2024.

4 4. This Court has jurisdiction over the Class Members as it pertains to the Action
5 and the claims asserted in the Action, the Court also has jurisdiction over all parties to the Action
6 as it pertains to the Action and the claims asserted in the Action.

7 5. The Court finds that the applicable requirements of California Code of Civil
8 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied, with
9 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional
10 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.
11 The Class is hereby defined to include: all current and former non-exempt employees of
12 Defendant within the State of California at any time during the Class Period, which is November
13 9, 2019, through February 11, 2025 ("Class" or "Class Members").

14 6. The aggrieved employees for purposes of the PAGA Settlement are hereby
15 defined to consist of the following individuals: all current and former non-exempt employees of
16 Defendants within the State of California at any time during the PAGA Period, which is
17 September 5, 2022 through February 11, 2025 ("Aggrieved Employees").

18 7. The Court finds that the Court-approved Notice of Pendency of Class Action
19 Settlement ("Notice") that was provided to the Class Members, fully and accurately informed
20 the Class Members of all material elements of the Settlement, of their opportunity to participate
21 in the Settlement, object to or comment on the Class Settlement, or to seek exclusion from the
22 Class Settlement; the Notice was the best notice practicable under the circumstances; was valid,
23 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of
24 California, the United States Constitution, due process and other applicable law. The Notice
25 fairly and adequately described the Settlement and provided the Class Members with adequate
26 instructions and a variety of means to obtain additional information.

27 8. Pursuant to California law, the Court hereby grants final approval to the
28 Settlement and finds that it is fair, reasonable, and adequate, and in the best interests of the Class

1 as a whole. More specifically, the Court finds that the Settlement was reached following
2 meaningful informal discovery and investigation conducted by Lawyers *for* Justice, PC (“Class
3 Counsel”), and that the Settlement is the result of serious, informed, adversarial, and arms-length
4 negotiations between the parties. In so finding, the Court has considered all of the evidence
5 presented, including evidence regarding the strength of Plaintiff’s claims; the risk, expense, and
6 complexity of pursuing the claims presented; the likely duration of further litigation; the amount
7 offered in the Settlement; the extent of investigation and discovery completed; and the
8 experience and views of Class Counsel. The Court finds that the Settlement, including the
9 monetary allocations and payments, appear within the range of reasonableness, and that the
10 monetary recovery to the Class is fair, adequate, and reasonable when balanced against the
11 probable outcome of further litigation relating to certification, liability, and damages issues. The
12 Court has further considered the absence of any objections to the Class Settlement submitted by
13 Class Members. Accordingly, the Court hereby directs that the Settlement be affected in
14 accordance with the Settlement Agreement and the following terms and conditions.

15 9. A full opportunity has been afforded to the Class Members to participate in the
16 Final Approval Hearing, and all Class Members and other persons wishing to be heard have
17 been heard. The Class Members also have had a full and fair opportunity to exclude themselves
18 from the Class Settlement. Accordingly, the Court determines that Plaintiff and all Class
19 Members who did not submit a timely and valid Request for Exclusion from the Class Settlement
20 (“Participating Class Members”), individually and on behalf of their respective former and
21 present representatives, successors, assigns, agents, attorneys, heirs, and administrators, are
22 bound by the Class Settlement and by this Final Approval Order and Judgment, and thereby, as
23 of the Effective Date, shall fully and finally release and discharge the Released Parties, and each
24 of them, from the Released Class Claims.

25 10. The Court finds that Plaintiff has satisfied the prerequisites under PAGA,
26 including, and not limited to, providing the LWDA and Defendants with notice of the specific
27 provisions of the California Labor Code alleged to have been violated, including, and not limited
28 to, the facts and theories to support the alleged violations, in conformity with California Labor

Code § 2699.3(a). The Court also finds that the Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(l)(2). Pursuant to California Labor Code § 2699(l)(2), the Court has also considered and reviewed the PAGA Settlement and the allocation of \$80,000.00 toward civil penalties under the California Private Attorneys General Act of 2004 (“PAGA Payment”), and the Court finds that they are fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA Payment as follows: the amount of \$60,000.00 to the LWDA (“LWDA Payment”), and the amount of \$20,000.00 to the Aggrieved Employees, in accordance with the terms and methodology set forth in the Agreement.

11. The Court determines that, Plaintiff, the State of California (with respect to Aggrieved Employees), and all Aggrieved Employees, individually and on behalf of their respective former and present representatives, successors, assigns, agents, attorneys, heirs, and administrators, are bound by the PAGA Settlement and this Final Approval Order and Judgment, and thereby, as of the Effective Date, shall fully and finally release and discharge the Released Parties, and each of them, from the Released PAGA Claims.

12. The Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement, Preliminary Approval Order, and the terms and conditions set forth herein.

13. The Court finds that payment of Settlement Administration Costs in the amount of \$9,950.00 to ILYM Group, Inc. (“ILYM Group” or “Settlement Administrator”), is appropriate for the services performed and costs incurred and to be incurred for the notice and settlement administration process, and is hereby approved. It is hereby ordered that the Settlement Administrator shall issue payment to itself in the amount of \$9,950.00, in accordance with the terms and methodology set forth in the Settlement Agreement.

14. The Court finds that the Class Representative Service Award in the amount of \$15,000.00 to Plaintiff Frederick Peregoy is fair and reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$15,000.00 to

1 Plaintiff Frederick Peregoy for his Class Representative Service Award, according to the terms
2 set forth in the Settlement Agreement.

3 15. The Court finds that attorneys' fees in the amount of \$245,000.00 to Class Counsel
4 falls within the range of reasonableness and that the results achieved justify the award sought,
5 and is hereby approved. It is hereby ordered that the Settlement Administrator issue payment
6 in the amount of \$245,000.00 to Class Counsel for attorneys' fees, in accordance with the terms
7 and methodology set forth in the Settlement Agreement.

8 16. The Court finds that reimbursement of litigation costs and expenses in the amount
9 of \$21,414.61 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
10 Settlement Administrator issue payment in the amount of \$21,414.61 to Class Counsel for
11 reimbursement of litigation costs and expenses, in accordance with the terms and methodology
12 set forth in the Settlement Agreement.

13 17. It is hereby ordered that within thirty (30) calendar days after the Effective Date,
14 Defendant shall deposit the Gross Settlement Amount of \$700,000.00 and the employer's share
15 of payroll taxes and contributions with respect to the wage portion of Individual Settlement
16 Shares into an account established by the Settlement Administrator, in accordance with the terms
17 and methodology set forth in the Settlement Agreement.

18 18. It is hereby ordered that within seven (7) calendar days following the funding of
19 the Gross Settlement Amount, the Settlement Administrator will issue payments due under the
20 Settlement and approved by the Court as follows: (a) Individual Settlement Payments to
21 Participating Class Members, (b) Individual PAGA Payments to Aggrieved Employees, (c)
22 LWDA Payment to the LWDA, (d) Class Representative Service Award to Plaintiff, (e)
23 Attorneys' Fees and Costs to Class Counsel, and (f) Settlement Administration Costs to the
24 Settlement Administrator, in accordance with terms and methodology set forth in the Settlement
25 Agreement.

26 19. Each check issued to a Participating Class Member and/or Aggrieved Employee
27 for his or her Individual Settlement Payment and/or Individual PAGA Payment shall be valid
28 for a period of one hundred eighty (180) calendar days from the date of issuance of the check,

1 and after this time period, the check(s) shall be cancelled. The leftover funds associated with
2 checks issued to Participating Class Members and Aggrieved Employees that have not been
3 cashed or negotiated within the 180-day period shall be transmitted to The Children's Law
4 Center of California as a *cy pres* recipient pursuant to California Code of Civil Procedure Section
5 384. All Participating Class Members shall be bound by the terms and conditions of the Class
6 Settlement regardless of whether or not they cash or otherwise negotiate their Individual
7 Settlement Payment checks. All Aggrieved Employees shall be bound by the terms and
8 conditions of the PAGA Settlement regardless of whether or not they cash or otherwise negotiate
9 their Individual PAGA Payment checks.

10 20. After entry of this Final Approval Order and Judgment, pursuant to California
11 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret,
12 implement, and enforce the Settlement Agreement, Preliminary Approval Order, and this Final
13 Approval Order and Judgment, to hear and resolve any contested challenge to a claim for
14 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection
15 with the distribution of settlement benefits.

16 21. Individualized notice of this Final Approval Order and Judgment is not required.
17 The Settlement Administrator shall post a copy of the Final Approval Order and Judgment on
18 the Settlement Administrator's website for a period of at least sixty (60) calendar days after the
19 date of entry of this Final Approval Order and Judgment.

20 22. A Final Compliance Hearing is set for _____ at _____ a.m./p.m. in
21 Department C-63. Class Counsel shall submit the Settlement Administrator's accounting report
22 regarding the status of the funding and disbursement of the Settlement at least five (5) court days
23 prior to the Final Compliance Hearing.

24 **IT IS SO ORDERED.**

25 DATE: _____

26 _____
27 The Honorable Katherine Bacal
28 Judge of the San Diego County Superior Court
of California