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Attorneys for Plaintiff

**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,

Plaintiff,

vs.

KELLER DRILLING, INC., a California
corporation; KELLER GROUP, PLC, 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] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: August 22, 2025
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 Superior Court of the State of California, for the County of San Diego, on August 22, 2025 at 1:30
3 p.m. for Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.
4 Lawyers *for* Justice, PC appears as counsel for Plaintiff Frederick Peregoy ("Plaintiff"),
5 individually and on behalf of all others similarly situated and other aggrieved employees, and
6 Gordon Rees Scully Mansukhani, LLP appears as counsel for Defendants Keller Drilling, Inc., et
7 al. ("Defendants").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
10 Preliminary Approval of Class Action and PAGA Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
13 Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"), attached as
14 "**EXHIBIT 2**" to the Declaration of Vartan Madoyan in Support of Plaintiff's Motion for
15 Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's
16 determination that the Settlement appears to fall within the range of possible approval as fair,
17 adequate, and reasonable.

18 2. This Order incorporates by reference the definitions in the Settlement Agreement,
19 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in
20 the Settlement Agreement.

21 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate,
22 and reasonable. It appears to the Court that extensive investigation and research have been
23 conducted such that counsel for the parties at this time are able to reasonably evaluate their and
24 each other's respective positions. It further appears to the Court that the Settlement, at this time,
25 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would
26 be presented by the further prosecution of the case. It further appears that the Settlement has been
27 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was
28 entered into in good faith.

1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Class Representative Service Award, PAGA Payment, Settlement
3 Administration Costs, and payments to the Participating Class Members and Aggrieved Employees
4 provided thereby, appear to be within the range of reasonableness of a settlement that could
5 ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary
6 recovery that is being granted as part of the Settlement and preliminarily finds that the monetary
7 settlement awards made available to the Class Members and Aggrieved Employees are fair,
8 adequate, and reasonable when balanced against the probable outcome of further litigation relating
9 to certification, liability, and damages issues.

10 5. The Court concludes that, for settlement purposes only, the proposed Class meets
11 the requirements for certification under section 382 of the California Code of Civil Procedure in
12 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
13 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
14 community of interest amongst the members of the Class with respect to the subject matter of the
15 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
16 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
17 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
18 Counsel are qualified to act as counsel for Plaintiff individually and as the Class Representative.

19 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
20 follows:

21 All current and former non-exempt employees of Defendants within the State of
22 California at any time during the Class Period of November 9, 2019 through February
23 11, 2025.

24 7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, Vartan Madoyan,
25 and Scarlet Tunney of Lawyers *for Justice*, PC as Class Counsel.

26 8. The Court provisionally appoints Plaintiff Frederick Peregoy as the Class
27 Representative.

28 9. The Court provisionally appoints ILYM Group, Inc. to handle the administration of
the Settlement ("Settlement Administrator").

1 10. Within 30 calendar days after entry of the Preliminary Approval Order, Defendants
2 shall provide the Settlement Administrator with the Class Data and List in conformity with the
3 Settlement Agreement.

4 11. The Court approves, both as to form and content, the Notice of Class Action
5 Settlement (“Notice”) attached hereto as “**EXHIBIT A.**” The Notice shall be provided to Class
6 Members in the manner set forth in the Settlement. The Court finds that the Notice appears to fully
7 and accurately inform the Class Members of all material elements of the Settlement, of Class
8 Members’ right to be excluded from the Class Settlement by submitting a Request for Exclusion,
9 of Class Members’ and Aggrieved Employees’ right to dispute the Workweek(s) and/or PAGA Pay
10 Periods credited to each of them, and of each Participating Class Member’s right and opportunity
11 to object to the Class Settlement. The Court further finds that distribution of the Notice substantially
12 in the manner and form set forth in the Settlement Agreement and this Order, and that all other
13 dates set forth in the Settlement Agreement and this Order, meet the requirements of due process
14 and shall constitute due and sufficient notice to all persons entitled thereto. The Court further orders
15 the Settlement Administrator to mail the Notice to all Class Members within 15 calendar days after
16 receiving the Class Data and List from Defendants, pursuant to the terms set forth in the Settlement
17 Agreement.

18 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
19 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
20 choose to be excluded from the Class Settlement by submitting a timely and valid written Request
21 for Exclusion no later than 60 calendar days from the initial mailing of the Notice (“Response
22 Deadline”), or, in the case of a re-mailed Notice, the Response Deadline shall be extended by 15
23 calendar days. Any Class Member who submits a Request for Exclusion from the Class Settlement
24 is prohibited from making any objections to the Class Settlement. Any Class Member who submits
25 a timely and valid Request for Exclusion will not be a Participating Class Member and will not
26 have any right to object, appeal, or comment on the Class Settlement. Class Members who do not
27 submit a timely and valid Request for Exclusion by the Response Deadline shall be bound by the
28 terms of this Agreement, any Court order approving the terms of the Settlement, and the Final

1 Approval Order and Judgment entered thereon. Aggrieved Employees shall be bound to the PAGA
2 Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

3 13. A Final Approval Hearing shall be held before this Court on
4 _____ at _____ a.m./p.m. in
5 Department C-63 of the Superior Court of California for the County of San Diego, located at 330
6 West Broadway, San Diego, California 92101, to determine all necessary matters concerning the
7 Settlement, including: whether the proposed settlement of the action on the terms and conditions
8 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by
9 the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether
10 the plan of allocation contained in the Settlement should be approved as fair, adequate, and
11 reasonable to the Class Members and Aggrieved Employees; and determine whether to finally
12 approve the requests for the Attorneys' Fees and Costs, Class Representative Service Award,
13 PAGA Payment, and Settlement Administration Costs.

14 14. Class Counsel shall file a Motion for Final Approval of the Settlement and for
15 Attorneys' Fees and Costs, Class Representative Service Award, PAGA Payment, and Settlement
16 Administration Costs, along with the appropriate declarations and supporting evidence, including
17 the Administrator's declaration no later than sixteen (16) court days prior to the Final Approval
18 Hearing.

19 15. Only Class Members who do not request exclusion from the Class Settlement may
20 object to the Class Settlement by submitting a Notice of Objection to the Settlement Administrator
21 prior to the Response Deadline or by presenting their objection orally at the Final Approval Hearing,
22 regardless of whether they submitted a written objection. The Notice of Objection must be signed
23 by the Participating Class Member and contain all information required by this Settlement
24 Agreement. A Participating Class Member who does not object prior to or at the Final Approval
25 Hearing will be deemed to have waived any objections and will be foreclosed from making any
26 objections (whether at the Final Approval Hearing, by appeal or otherwise) to the Settlement.

27 16. The Settlement is not a concession or admission and shall not be used against
28 Defendants as an admission or indication with respect to any claim of any fault or omission by

1 Defendants. Nor shall it or this Order constitute any finding, decision, or determination of fault,
2 wrongdoing, or misconduct by Defendants. Whether or not the Settlement is finally approved,
3 neither the Settlement, nor any document, statement, proceeding or conduct related to the
4 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or
5 admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the
6 Defendants, including, but not limited to, evidence of a presumption, concession, indication or
7 admission by Defendants of any liability, fault, wrongdoing, omission, concession, or damage, or
8 to establish the existence of any condition constituting a violation of, or a non-compliance with
9 state, federal, local or other applicable law, except for legal proceedings concerning the
10 implementation, interpretation, or enforcement of the Settlement.

11 17. In the event the Settlement does not become effective in accordance with the terms
12 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled,
13 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
14 vacated, and the Parties shall revert back to their respective positions as of before entering into the
15 Settlement Agreement.

16 18. The Court reserves the right to adjourn or continue the date of the Final Approval
17 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
18 Members and retains jurisdiction to consider all further applications arising out of or connected
19 with the Settlement.
20

21 **IT IS SO ORDERED.**

22 Dated: _____

By: _____
The Honorable Katherine Bacal
Judge of the Superior Court

EXHIBIT A

NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT

Frederick Peregoy v. Keller Drilling, Inc., et al., Case No. 37-2023-00049125-CU-OE-CTL **Superior Court of California for the County of San Diego**

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Notice is designed to advise you of your rights and options, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Frederick Peregoy ("Plaintiff") and Defendants Keller Drilling, Inc., Keller Group, PLC, Keller Foundations, LLC, Keller Management Services, LLC, Hayward Baker, Inc., and Keller North America, Inc. (collectively, "Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") in the case entitled *Frederick Peregoy v. Keller Drilling, Inc. et al.*, San Diego County Superior Court, Case No. 37-2023-00049125-CU-OE-CTL (the "Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Aggrieved Employees" means all current and former non-exempt employees of Defendants within the State of California at any time during the PAGA Period.

"Class" means all current and former non-exempt employees of Defendants within the State of California at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period between November 9, 2019, and [February 11, 2025, subject to modification by Defendants, per Paragraph 38 of the Settlement Agreement].

"Class Settlement" means the settlement and release of the Released Class Claims (described in Section III.D below).

"PAGA Settlement" means the settlement and resolution of the Released PAGA Claims (described in Section III.D below).

"PAGA Period" means the time period between September 5, 2022, and [February 11, 2025, subject to modification by Defendants, per Paragraph 38 of the Settlement Agreement].

II. BACKGROUND OF THE ACTIONS

On September 5, 2023, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendants giving notice of his intent to pursue civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("PAGA"), on behalf of himself and the State of California, as well as on behalf of a proposed group of aggrieved employees for alleged violations of multiple provisions of the California Labor Code and Industrial Welfare Commission Wage Orders ("LWDA Notice"). On November 9, 2023, Plaintiff filed a Class Action Complaint for Damages in the San Diego County Superior Court, Case No. 37-2023-00049125-CU-OE-CTL ("Class Action"). On November 9, 2023, Plaintiff filed a Complaint for Enforcement Under the PAGA in the San Diego County Superior Court, Case No. 37-2023-00049084-CU-OE-CTL ("PAGA Action"). On February 24, 2025, Plaintiff filed a First Amended Consolidated Class Action Complaint for Damages & Enforcement Under the PAGA in the Class Action, which consolidated the Class Action and PAGA Action ("First Amended Complaint" or "Operative Complaint"). On May 6, 2025,

Plaintiff filed a Request for Dismissal of the PAGA Action, which was granted by the Court on May 6, 2025

Plaintiff alleges causes of action against Defendants for violations of the California Labor Code, including *inter alia*, failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods and associated premiums, failure to provide rest periods and associated premiums, failure to properly pay timely wages during employment, failure to timely pay final wages and associated waiting-time penalties, failure to keep compliant payroll records, failure to keep compliant wage statements, failure to reimburse business expenses, for violations of California Business and Professions Code Section 17200 *et seq.*, and for civil penalties pursuant to PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendants deny all of the allegations in the Actions or that they violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement").

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed _____ as the administrator of the Settlement ("Claims Administrator" or "Settlement Administrator"), Plaintiff Frederick Peregoy as representative of the Class ("Class Representative"), and the following counsel as counsel for the Class ("Class Counsel"):

Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Vartan Madoyan, Esq.
Scarlet Tunney, Esq.
Lawyers for Justice, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are an Aggrieved Employee, you do not need to take any action to receive an Individual PAGA Payment

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Actions have merit or that Defendants have any liability to Plaintiff, Class Members, or Aggrieved Employees. Plaintiff and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members and Aggrieved Employees. The Court has made no ruling on the merits of the claims asserted in the Actions and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The Gross Settlement Amount is [Seven Hundred Thousand Dollars (\$700,000.00), subject to increase in accordance with Paragraph 38 of the Settlement Agreement] (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments subject to approval by the Court: (1) attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$245,000.00) and reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the Actions, in an amount not to exceed Thirty Thousand Dollars (\$30,000.00) ("Attorneys' Fees and Costs"); (2) Class Representative Service Award in an amount up to Fifteen Thousand Dollars (\$15,000.00) to Plaintiff for his efforts and work in prosecuting the Actions; (3) Settlement

Administration Costs estimated not to exceed _____ (\$ _____) to the Settlement Administrator; and (4) the amount of Eighty Thousand Dollars (\$80,000.00) to settle all claims under the PAGA (“PAGA Payment”). The PAGA Payment will be distributed as follows: 75% (\$60,000.00) will be paid to the LWDA (“LWDA Payment”) and 25% (\$20,000.00) will be distributed to Aggrieved Employees.

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendants as a current or former non-exempt employee in California during the Class Period, and is calculated by Defendants by dividing the number of shifts worked by five (5) (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks of all Class Members (“Estimated Workweek Point Value”) and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to arrive at his or her Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Participating Class Members”) will be issued their payment of their final Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share (the net payment is referred to as the “Individual Settlement Payment”).

Each Individual Settlement Share will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 by the Settlement Administrator. Each Individual Settlement Share shall be subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of Individual Settlement Shares. The employer’s share of taxes and contributions in connection with the wages portion of the Individual Settlement Shares (“Employer Taxes”) will be paid by Defendants separately and in addition to the Gross Settlement Amount.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the 25% portion of the PAGA Payment that is allocated to the Aggrieved Employees (“Individual PAGA Payment”), based on the number of pay periods each Aggrieved Employee worked for Defendants, for at least one (1) day, as a current or former non-exempt employee within the State of California during the PAGA Period, which will be calculated by the Settlement Administrator by using the Class Data and List furnished by Defendants (“PAGA Pay Periods”). The Settlement Administrator has divided the 25% portion of the PAGA Payment allocated to the Aggrieved Employees by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period (“Total PAGA Pay Periods”) resulting in the PAGA Pay Period Value and then multiplied the PAGA Pay Period Value by the number of PAGA Pay Periods worked by each individual Aggrieved Employee during the PAGA Period (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Participating Class Members and Individual PAGA Payments will be mailed to Aggrieved Employees at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendants’ Records

According to Defendants’ records:

Between November 9, 2019, and [February 11, 2025, subject to modification by Defendants, per Paragraph 38 of the Settlement Agreement] (i.e., Class Period), you are credited as having worked [] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written dispute that: (a) states the name and case number of the Class Action (*Frederick Peregoy v. Keller Drilling, Inc. et al.*, Case No. 37-2023-00049125-CU-OE-CTL); (b) is signed by you; (c) states your full name, address, telephone number, and last four digits of your Social Security number; (d) clearly states that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you; (e) includes information and/or attaches documentation demonstrating that the number of Workweeks that you contend should be credited to you are correct; and (4) is returned by fax or mail to the Settlement

Administrator at the specified address and/or facsimile number listed in Section IV.B below, postmarked or fax-stamped **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share is based on the number of Workweeks credited to you. Your estimated Individual PAGA Payment is based on the number of PAGA Pay Periods credited to you.

**Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED].
The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.**

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED].

The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Settlement Share and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Released Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Participating Class Members waive, release, and discharge Released Parties of any and all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California, and Aggrieved Employees, waive, release and discharge Released Parties of any and all Released PAGA Claims.

“Released Class Claims” means any and all claims under state, federal, or local law, alleged in the Operative Complaint or that could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, including but not limited to claims for violations of the California Labor Code, including inter alia sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802, Industrial Welfare Commission Wage Orders, including inter alia Wage Orders 4-2001 and 16-2001, and California Business and Professions Code section 17200, et seq., regulations, and/or other provisions of law for inter alia failure to pay overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, and failure to reimburse necessary business expenses.

“Released PAGA Claims” means any and all claims for civil penalties under the Private Attorneys General Act (California Labor Code section 2698, et seq.), arising out of the facts alleged in the Operative Complaint and/or the LWDA Notice, arising during the PAGA Period, including but not limited to claims for violations of the California Labor Code, including inter alia sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802, for inter alia failure to pay overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, and failure to reimburse necessary business expenses.

“Released Parties” means Defendants, their agents, officers, employees, directors, owners, subsidiaries, DBA's, affiliates and predecessor, successor, and parent companies.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty five percent (35%) of the Gross Settlement Amount (i.e., \$245,000.00) and reimbursement of actual costs and expenses associated with Class Counsel's litigation and Settlement of the Actions, in an amount not to exceed Thirty Thousand Dollars (\$30,000.00) (“Attorneys' Fees and Costs”), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Class Representative Service Award to Plaintiff

Plaintiff will seek the amount of Fifteen Thousand Dollars (\$15,000.00) (“Class Representative Service Award”), in recognition of his efforts and work in prosecuting the Actions. The Class Representative Service Award will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment (if applicable) that he is entitled to under the Settlement.

G. Settlement Administration Costs to the Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Nine Thousand Nine Hundred Fifty Dollars (\$9,950.00) (“Settlement Administration Costs”) for the reasonable costs of the notice and settlement administration process, including and not limited to, translating into Spanish, printing, distributing, and tracking Notices and other documents for this Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth in the Settlement Agreement to process this Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Class Claims described in Section III.D above.

If you are an Aggrieved Employee, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and Aggrieved Employees will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request (“Request for Exclusion”), which must: (a) contain the case name and number of the Class Action (*Frederick Peregoy v. Keller Drilling, Inc. et al.*, Case No. 37-2023-00049125-CU-OE-CTL); (b) contain your full name, address, telephone number, and last four digits of your Social Security number; (c) be signed by you; (d) clearly state that you do not wish to be included in the Settlement; and (e) be returned by fax or mail to the Settlement Administrator, postmarked or faxed on or by **no later than [Response Deadline]** at the following address and/or facsimile number:

[Settlement Administrator]

[Address]

[Fax Number]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All Aggrieved Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection (“Notice of Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

An objection must be signed by you and include: (a) the case name and number of the Class Action (*Frederick Peregoy v. Keller Drilling, Inc. et al.*, Case No. 37-2023-00049125-CU-OE-CTL); (b) your full name, signature, address, and telephone number; (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; and (d) copies of any papers, briefs, or other documents upon which the objection is based. Any Notice of Objection must be mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department C-63 of the San Diego County Superior Court, Hall of Justice, located at 330 West Broadway, San Diego, California 92101, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys’ Fees and Costs to Class Counsel, the Class Representative Service Award to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

Please visit the Court’s website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.sdcourt.ca.gov/>.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and documents filed in the Actions for a fee by visiting the civil clerk’s office, located at 330 West Broadway, San Diego, California 92101, during business hours, or by online by visiting the following website: <https://odyroa.sdcourt.ca.gov/Cases>, and typing in the Court Case Number “37-2023-00049125-CU-OE-CTL” or “37-2023-00049084-CU-OE-CTL.”

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.