ATTORNEY OR PARTY WITHOUT ATTORNEY STATE BAR NUMBER:
NAME: Joanna Ghosh (SBN 272479); Helene Mayer (SBN 332975); Scarlet Tunney (SBN 359178)
FIRM NAME: Lawyers for Justice, PC
STREET ADDRESS: 450 North Brand Blvd., Suite 900
CITY: Glendale STATE: CA ZIP CODE: 91203
TELEPHONE NO.: 818-265-1020 FAX NO.:
EMAIL ADDRESS: joanna@calljustice.com, helene@calljustice.com, scarlet@calljustice.com
ATTORNEY FOR *(name)*: Plaintiff Frederick Peregoy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO
STREET ADDRESS: 330 West Broadway
MAILING ADDRESS:
CITY AND ZIP CODE: San Diego. 62101
BRANCH NAME: Hall of Justice Courthouse

PLAINTIFF/PETITIONER: Frederick Peregoy
DEFENDANT/RESPONDENT: Keller North America, Inc

FOR COURT USE ONLY

NOTICE OF ENTRY OF JUDGMENT OR ORDER

CASE NUMBER:
37-2023-00049125-CU-OE-CTL

(Check one): [✖] **UNLIMITED CASE** (Amount demanded exceeded $35,000) [ ] **LIMITED CASE** (Amount demanded was $35,000 or less)

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on *(date)*: September 29, 2026

2. A copy of the judgment, decree, or order is attached to this notice.

Exhibit "A" - FINAL APPROVAL ORDER AND JUDGMENT ; ORDER DATED SEPTEMBER 29, 2026

Date: November 5, 2026

Scarlet Tunney
(TYPE OR PRINT NAME OF [✖] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)

Scarlet Tunney
(SIGNATURE)

Form Approved for Optional Use
Judicial Council of California
CIV-130 [Rev. January 1, 2024]

PLAINTIFF/PETITIONER: Frederick Peregoy DEFENDANT/RESPONDENT: Keller North America, Inc	CASE NUMBER: 37-2023-00049125-CU-OE-CTL

PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF ENTRY OF JUDGMENT OR ORDER

(NOTE: You cannot serve the* Notice of Entry of Judgment or Order *if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action.** I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify):*

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one):*
   a. ☐ deposited the sealed envelope with the United States Postal Service.
   b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:
   a. on *(date):*
   b. from *(city and state):*

4. The envelope was addressed and mailed as follows:
   a. Name of person served:
      Street address:
      City:
      State and zip code:
   b. Name of person served:
      Street address:
      City:
      State and zip code:
   c. Name of person served:
      Street address:
      City:
      State and zip code:
   d. Name of person served:
      Street address:
      City:
      State and zip code:

   ☒ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: November 5, 2026

Robert Rigoroso
(TYPE OR PRINT NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)

EXHIBIT A

FILED
San Diego Superior Court
SEP 29 2026
Clerk of the Superior Court
By: V. Secaur, Deputy

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Yasmin Hosseini (SBN 326399)
Selena Matavosian (SBN 348044)
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Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff Frederick Peregoy and the Class

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

~~[REVISED 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

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

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

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

THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

1. The Motion for Final Approval is granted in its entirety.

2. This Final Approval Order and Judgment incorporates by reference the definitions in the Settlement Agreement and Preliminary Approval Order, and all capitalized terms used, but not defined, herein shall have the same meanings as in the Settlement Agreement and Preliminary Approval Order.

3. Unless otherwise specified, all citations and references to the Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq. ("PAGA") that are contained within this motion and supporting papers are to the former version of the PAGA statute prior to the recent amendment effective July 1, 2024; the amended PAGA statute does not apply to the

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

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

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

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

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

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

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

9. A full opportunity has been afforded to the Class Members to participate in the Final Approval Hearing, and all Class Members and other persons wishing to be heard have been heard. The Class Members also have had a full and fair opportunity to exclude themselves from the Class Settlement. The Court finds that one (1) individual, Vivian Ogawa, submitted a valid and timely Request for Exclusion from the Class Settlement. Accordingly, the Court determines that Plaintiff and all Class Members who did not submit a timely and valid Request for Exclusion from the Class Settlement ("Participating Class Members"), individually and on behalf of their respective former and present representatives, successors, assigns, agents, attorneys, heirs, and administrators, are bound by the Class Settlement and by 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 Class Claims.

10. The Court finds that Plaintiff has satisfied the prerequisites under PAGA, including, and not limited to, providing the LWDA and Defendants with notice of the specific provisions of the California Labor Code alleged to have been violated, including, and not limited

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 $10,000.00 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 $10,000.00 to

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

15. The Court finds that attorneys' fees in the amount of $235,000.00 to Class Counsel falls within the range of reasonableness and that the results achieved justify the award sought, and is hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of $235,000.00 to Class Counsel for attorneys' fees, in accordance with the terms and methodology set forth in the Settlement Agreement.

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

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

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

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

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

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

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

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

IT IS SO ORDERED.

DATE: 9/29/26

The Honorable Katherine Bacal
Judge of the San Diego County Superior Court
of California

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Boulevard, Suite 900, Glendale, California 91203.

On November 5, 2026, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action via electronic service as follows:

Linh Hua (lhua@grsm.com)
GORDON REES SCULLY MANSUKHANI, LLP
633 West 5th Street, Floor 52
Los Angeles, CA 90071

Additional Email: Monine Zerby (mzerby@grsm.com)

Attorneys for Defendants Keller Drilling Inc, et al.

[X] BY E-MAIL
The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California Labor & Workforce Development Agency Web URL:
http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

[X] BY ONLINE SUBMISSION
The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE
I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 5, 2026, at Glendale, California.



Robert Rigoroso