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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

**DECLARATION OF VARTAN MADOYAN
IN SUPPORT OF PLAINTIFF'S MOTION
FOR 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

DECLARATION OF VARTAN MADOYAN

I, Vartan Madoyan, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Frederick Peregoy (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

PROCEDURAL HISTORY

2. On September 5, 2023, Plaintiff provided written notice via online submission to the LWDA and by certified mail to Defendants of the specific provisions of the California Labor Code that were alleged to be violated (“PAGA Notice”). A true and correct copy of the PAGA Notice is attached hereto as “**EXHIBIT 1**”.

3. On November 9, 2023, Plaintiff filed the Class Action Complaint for Damages in the Superior Court for the County of San Diego, thereby commencing the above-captioned lawsuit (“Class Action”).

4. On November 9, 2023, Plaintiff also filed a separate Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Superior Court for the County of San Diego (“PAGA Complaint”).

5. On January 19, 2024, Defendants Keller Drilling, Inc., et al. (“Defendants”) filed an Answer to Plaintiff’s Class Action Complaint in the above-captioned action.

6. On January 19, 2024, Defendants filed an Answer to Plaintiff’s PAGA Complaint filed in the PAGA action.

7. On January 25, 2024, Plaintiff filed a Notice of Related Case with respect to the Class Action and PAGA Action.

8. On February 24, 2025, Plaintiff filed a First Amended Consolidated Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Lab. Code § 2698, Et Seq. (“Operative Complaint”), which added the PAGA cause of action into the above-captioned case, thereby consolidating Plaintiff’s claims.

9. On February 24, 2025, Plaintiff submitted a new PAGA Claim Notice and a copy of

1 the First Amended Consolidated Class Action Complaint for Damages and Enforcement Under the
2 Private Attorneys General Act, Cal. Labor Code § 2698, Et Seq., to the LWDA via the LWDA's
3 online website.

4 10. On March 6, 2025, Defendants filed their Answer to Plaintiff's First Amended
5 Consolidated Class Action Complaint for Damages and Enforcement Under the Private Attorneys
6 General Act, Cal. Labor Code § 2698, Et Seq.

7 11. On May 6, 2025, Plaintiff filed a Request for Dismissal Without Prejudice in the
8 PAGA action since the PAGA claims were now consolidated into the above-captioned case. The
9 Court granted the Request for Dismissal on May 6, 2025.

10 THE PROPOSED SETTLEMENT

11 12. Marked and attached hereto as "EXHIBIT 2" is a true and correct copy of the Joint
12 Stipulation of Class Action and PAGA Settlement and Release ("Settlement," "Agreement," or
13 "Settlement Agreement") entered into by and between Plaintiff, individually and on behalf of all
14 others similarly situated and other aggrieved employees, on the one hand, and Defendants, on the
15 other hand (together, the "Parties"). The Parties and their counsel have approved the proposed Notice
16 of Class Action Settlement ("Notice"), which is attached to the Settlement Agreement as "EXHIBIT
17 A" and respectfully request that the Court approve it as well.

18 13. The Settlement provides for a Gross Settlement Amount of \$700,000.00 to be paid in
19 a single payment on a non-reversionary basis. The Net Settlement Amount is the Gross Settlement
20 Amount less the following amounts, subject to approval by the Court: Attorneys' Fees of up to
21 \$245,000.00 (if the Gross Settlement Amount remains \$700,000.00) and Costs not to exceed
22 \$30,000.00 to Class Counsel, Class Representative Service Award to Plaintiff of up to \$15,000.00,
23 Settlement Administration Costs to the Settlement Administrator currently estimated not to exceed
24 \$9,950.00, and the PAGA Payment of \$80,000.00. Assuming that the amounts allocated under the
25 Settlement toward these payments are awarded by the Court, the Net Settlement Amount that will
26 be available for distribution to Settlement Class Members is at least \$320,050.00. Additionally, 25%
27 of the PAGA Payment (i.e., Individual PAGA Payment), which is \$20,000.00 out of the \$80,000.00
28 PAGA Payment, will be distributed to the Aggrieved Employees, for their respective portion of the

1 PAGA Payment. The Gross Settlement Amount will be fully distributed in accordance with the terms
2 of the Settlement and there is no reversion to Defendants.

3 14. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in
4 an amount of up to 35% of the Gross Settlement Amount (i.e., \$245,000.00, if the Gross Settlement
5 Amount remains \$700,000.00) and expenses and costs of not more than \$30,000.00, which will be
6 paid out of the Gross Settlement Amount, subject to approval by the Court. It should be noted that
7 Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation
8 until recovery is obtained. A description of the qualifications of Class Counsel, the work performed
9 by Class Counsel, and the results achieved by Class Counsel in this matter can be found in
10 paragraphs 27 through 32, *infra*.

11 15. The Settlement Agreement provides for payment of up to \$15,000.00 to Plaintiff as
12 a Class Representative Service Award, to be paid out of the Gross Settlement Amount subject to
13 approval by the Court. Plaintiff spent considerable time and effort to produce relevant documents
14 and past employment records and to provide the facts and evidence necessary to attempt to prove
15 the allegations. Plaintiff was available whenever Class Counsel needed him and actively tried to
16 obtain information that would benefit the Class. Accordingly, it is appropriate and just for Plaintiff
17 to receive a Class Representative Service Award, in addition to his individual settlement payment,
18 for his services on behalf of the Class, Aggrieved Employees, and State of California.

19 16. The Parties have agreed to retain ILYM Group, Inc., ("ILYM" or "Settlement
20 Administrator") to handle the notice and settlement administration process. The Parties respectfully
21 request that the Court appoint ILYM to handle these procedures and serve as the Settlement
22 Administrator. Defendants will provide ILYM with the Class Data and List, and the Settlement
23 Administrator will calculate each Class Member's estimated share of the Net Settlement Amount
24 ("Individual Settlement Share") and each Aggrieved Employee's estimated *pro rata* share of the
25 25% portion of the PAGA Payment. The Settlement Administrator will be responsible for printing,
26 distributing, and tracking Notices and other documents for the Settlement, calculating and
27 distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required
28 tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations,

1 transmitting funds representing uncashed checks after the void date to The Children’s Law Center
2 of California, and other duties and responsibilities set forth to process the Settlement, and as
3 requested by the Parties. Settlement Administration Costs are currently estimated not to exceed
4 \$9,950.00 and will be paid out of the Gross Settlement Amount, subject to approval of the Court.

5 17. Under the Settlement Agreement, Defendants are responsible for any employer-side
6 tax obligations associated with the Gross Settlement Amount and will deposit that amount into the
7 settlement fund in addition to the Gross Settlement Amount. Each Participating Class Member’s
8 Individual Settlement Share will be allocated 20% to wages and 80% to penalties, interest, and non-
9 wage damages. The Settlement Administrator will withhold the employee’s share of taxes and
10 withholdings with respect to the wages portion of the Individual Settlement Shares.

11 **CONDITIONAL CERTIFICATION OF THE PROPOSED CLASS IS APPROPRIATE**

12 18. **Ascertainability:** The proposed Class is defined as all current and former non-
13 exempt employees of Defendants within the State of California at any time during the Class Period,
14 which is November 9, 2019 through February 11, 2025.

15 19. **Numerosity:** Based on data provided by Defendants, the Class is estimated to be
16 approximately 607 individuals who worked an estimated total of 14,495 workweeks as of November
17 2024.

18 20. **Commonality:** Based on investigation and information discovered, Class Counsel
19 believes that there is sufficient evidence to support the allegations made in the lawsuit, including the
20 allegations that Defendants, with respect to Plaintiff, Class Members, and Aggrieved Employees,
21 *inter alia*, failed to properly pay overtime and minimum wages and associated premium pay, failed
22 to provide compliant meal and rest periods and to pay associated premium pay, failed to timely pay
23 wages during employment and upon termination of employment, failed to provide compliant wage
24 statements, failed to maintain requisite payroll records, and failed to reimburse necessary business
25 expenses, and thereby engaged in unfair business practices and conduct giving rise to civil penalties
26 recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections 2698,
27 *et seq.*). Plaintiff also asserted that Class Members were expected to perform similar job duties and
28 were subject to the same or similar operations and employment policies, practices, and procedures.

1 Additionally, Plaintiff asserted that Defendants' recordkeeping practices with respect to Plaintiff,
2 Class Members, and Aggrieved Employees were substantially the same during the time period at
3 issue. As a result of said alleged uniform practices, Plaintiff claims that the Class Members were not
4 paid all of the compensation that was owed to them by Defendants. Thus, in Class Counsel's view,
5 it is clear that the outcome of this litigation would be determined by Defendants' uniform operations
6 and employment practices, policies, and procedures that Plaintiff alleges applied across its non-
7 exempt employees in California during the relevant time period.

8 21. **Adequacy and Typicality:** Plaintiff undertook the responsibilities of representing a
9 class action against his former employer. Plaintiff spent considerable time and effort to produce
10 relevant documents and past employment records and to provide the facts and evidence necessary to
11 attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed him and
12 actively tried to obtain information that would benefit the Class. Plaintiff has no interests that are
13 adverse to the Class. Plaintiff was employed by Defendants during the Class Period and subject to
14 the same alleged violations and the same policies, practices, and procedures. Plaintiff took on the
15 challenge and risk of commencing and maintaining this action, and he has not yet received any
16 monetary benefit for his service to date. Plaintiff put his own interests aside and brought a publicly
17 filed lawsuit against an employer not just for his own benefit, but, instead, on behalf of other non-
18 exempt employees and the State of California.

19 **EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC**

20 22. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the
21 prosecution of consumer and employment class actions, involving wage-and-hour claims, race
22 discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is
23 attorney of record in over a dozen employment-related putative class actions in both state and federal
24 courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on
25 litigating complex wage-and-hour class and Private Attorneys General Act ("PAGA") representative
26 actions. The firm has successfully litigated cases involving the executive, administrative, and other
27 overtime exemptions to the State of California and federal overtime compensation requirements.
28 During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has

1 recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary
2 of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently
3 and primarily have been responsible for the representation of Plaintiff in connection with the
4 resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked
5 on the above-captioned matter.

6 23. Edwin Aiwarzian is the Managing Member and Shareholder of Lawyers *for* Justice,
7 PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned
8 a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive
9 formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution
10 as part of its Masters in Dispute Resolution degree program. In addition, he has previously served
11 as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained
12 a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000,
13 he studied Legal Writing at Harvard University. From approximately September 2002 to
14 approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane
15 Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002
16 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of
17 the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained
18 a license to practice law from the California State Bar. Since in or around October of 2008, through
19 his work at Lawyers *for* Justice, PC, he has almost exclusively focused on the prosecution of
20 consumer and employment class actions. While employed by Lawyers *for* Justice PC, he has argued
21 over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions,
22 prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-
23 five (175) mediations. Together with other attorneys at the firm, and in many cases in conjunction
24 with co-counsel, he has successfully litigated cases involving the executive, administrative, and
25 other overtime exemptions to the State of California and federal overtime compensation
26 requirements. Under his supervision, Lawyers for Justice, PC has successfully obtained class
27 certification by contested motion practice in approximately fifteen (15) cases in the last decade and
28 litigated over 1,000 class action or representative action cases.

24. Arby Aiwazian is a Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008 he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). He has worked on over one hundred (100) class action or representative action cases which have resulted in settlement.

25. Joanna Ghosh is a Senior Member of Lawyers *for* Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010) and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, intervention. She has successfully handled briefing and oral argument on appeal, and obtained notable decisions regarding the Private Attorneys General Act and employer

1 efforts to compel arbitration of PAGA claims, e.g., *Betancourt v. Prudential Overall Supply*, 9
2 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017), cert. denied (U.S.,
3 Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). She also has extensive
4 experience with class action and/or representative action settlements. Under her, Edwin Aiwazian,
5 and Arby Aiwazian's supervision, the firm has handled the class certification and court approval
6 process for hundreds of class action and/or representative action matters that have successfully
7 resolved. She is a member of the California Employment Lawyers Association.

8 26. I, Vartan Madoyan, am a Member of Lawyers for Justice, PC. I received my Bachelor
9 of Arts degree in Economics from the University of California, San Diego in 2007, and a Juris Doctor
10 degree from Loyola Law School in 2011, graduating with Cum Laude and Order of the Coif honors.
11 I am admitted to practice before all courts in the State of California and all U.S. District Courts in
12 California. I externed for the Honorable Victoria S. Kaufman of the United States Bankruptcy Court,
13 Central District of California, from June 2009 to August 2009. I externed for the Honorable Gary A.
14 Feess of the United States District Court, Central District of California, from January 2010 to May
15 2010. From 2011 through and including the present, I have practiced almost exclusively on complex
16 wage and hour class action and PAGA action matters in California. From October 2011 to June
17 2013, I was an Associate at Littler Mendelson's Century City, California office, working for one of
18 the largest employer-side labor and employment law firms in the United States. From July 2013 to
19 March 2014, I was an Associate at Sheppard, Mullin, Richter & Hampton's Century City, California
20 office. From March 2014 to July 2023, I worked as an Associate and then as Counsel at Baker
21 Hostetler LLP's Los Angeles office. From August 2023 to the present, I have been a Member of
22 Lawyers for Justice, PC. I have taken and defended dozens of depositions and successfully handled
23 motion practice in class action and PAGA cases regarding discovery (including and not limited to
24 motions regarding class contact information), class certification (both contested class certification
25 and stipulated class certification), dispositive motions, arbitration agreements, coordination, and
26 intervention. I have successfully handled a complex wage and hour class action and PAGA case
27 through a trial verdict in the matter of *Estrada v. Royalty Carpet Mills*, Orange County Superior
28 Court, Case No. 30-2013-00692890. I have also successfully handled briefing on appeal regarding

1 employer efforts to compel arbitration. *TitleMax of Cal. v. Pena*, California Court of Appeals for the
2 Fifth District, Case No. F084706 (Cal. Ct. App. March 28, 2023) (unpublished decision). Further, I
3 have extensive experience with settlements of class actions and PAGA actions and have handled and
4 supervised this process in over one hundred (100) cases.

5 **THE SETTLEMENT AND SUMMARY OF WORKED PERFORMED**

6 27. The effectiveness of Lawyers for Justice, PC (“Class Counsel”) in prosecuting this
7 matter has translated into tangible monetary benefits for the Class Members in the following
8 respects: (1) Class Members recover over a reasonably short period of time as opposed to waiting
9 additional years for the same, or possibly worse, result; (2) a guaranteed result that compares
10 favorably with other similar class action settlements of this type given the strengths and weaknesses
11 of the case; and (3) significant savings in Class Counsel’s fees and/or costs that would have only
12 increased significantly had the case progressed through certification, trial, and/or appeals.

13 28. Class Counsel has litigated the matter for nearly 2 years and was actively preparing
14 the matter for class certification and trial. The Parties have engaged in extensive settlement
15 negotiations and participated in a mediation conducted by David A. Rotman, a well-respected
16 mediator experienced in mediating complex wage and hour class action and PAGA matters. In the
17 course of the litigation and in connection with the mediation and settlement discussions, the Parties
18 exchanged extensive information and engaged in discussions regarding their evaluations of the case
19 and various aspects of the case, including but not limited to, the risks and delays of further litigation,
20 the risks to the Parties of proceeding with class certification and/or representative adjudication, the
21 law relating to off-the-clock theory, regular rate, meal and rest periods, PAGA representative
22 actions, and state wage-and-hour law and enforcement, and defenses based on the collective
23 bargaining agreements, as well as the evidence produced and analyzed, and the possibility of appeals,
24 among other things. During all settlement discussions, the Parties conducted their negotiations at
25 arm’s length in an adversarial position. Arriving at a settlement that was acceptable to all Parties
26 was not easy. Defendants and their counsel felt strongly about their ability to prevail on the merits
27 and at certification, and Plaintiff and Class Counsel believed that they would be able to obtain class
28 certification and prevail at trial. After conducting investigations and informal discovery and

1 exchange of information, extensive settlement negotiations, and with the aid of the mediator's
2 evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal issues
3 relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend
4 further litigation. The Settlement is a fair, reasonable, and adequate resolution of the Released Class
5 Claims of Plaintiff and Participating Class Members, and of the Released PAGA Claims of Plaintiff,
6 the State of California, and the Aggrieved Employees, against the Released Parties.

7 29. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
8 and scope of the claims, and was preparing the actions for class certification and trial. Class Counsel
9 conducted significant investigation and informal discovery regarding the facts of the case, including
10 and not limited to, the exchange, review, and analysis of a large volume of documents and data
11 obtained from Defendants, Plaintiff, and other sources. The volume of data and documents that Class
12 Counsel reviewed and analyzed included and was not limited to: Class Members' and Aggrieved
13 Employees' timekeeping and payroll data, Plaintiff's personnel records, timekeeping, and payroll
14 data, Defendants' Employee Handbooks, policies, procedures, and practices, numerous collective
15 bargaining agreements potentially applicable to the Class Members, and earning statements, among
16 other information and documents. Class Counsel had the opportunity to interview Plaintiff and other
17 Class Members to gather facts and to identify potential witnesses. Counsel for the Parties also met
18 and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, and the
19 production of documents and data prior to the mediation. Class Counsel also drafted pleadings and
20 the mediation brief and prepared for and attended court proceedings, mediation, and settlement
21 negotiations, among other tasks.

22 30. Counsel for the Parties have also invested time researching and investigating the
23 applicable law, which is constantly evolving as it relates to certification, representative PAGA
24 claims, off-the-clock theory, regular rate, meal and rest periods, state wage-and-hour law and
25 enforcement, Plaintiff's claims and damages, and Defendants' defenses thereto, as well as facts
26 discovered. Based on our analysis, I submit that the result achieved in this litigation is fair, adequate,
27 and reasonable.

28 31. Class Counsel is aware of the defenses and position of Defendants but believes that

1 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class
2 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
3 and the difficulties and delays inherent in such litigation, including those involved in class
4 certification and/or representative adjudication. Plaintiff further recognizes the burdens of proof
5 necessary to establish liability for the claims asserted in the lawsuit, Defendants' defenses, and the
6 difficulties in establishing entitlement to monetary recovery. Plaintiff and Class Counsel have also
7 considered the Parties' settlement discussions, as well as the evaluations of the mediator, who is
8 experienced and well-regarded in complex labor and employment matters.

9 32. Defendants, on the other hand, denied and continue to deny any liability and
10 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further deny that the
11 lawsuit is appropriate for class treatment or representative adjudication for any purpose other than
12 this Settlement. Defendants believe that they would ultimately succeed in the matter. Both sides have
13 also had the opportunity to interview witnesses and review documents and information relating to
14 Plaintiff's, Class Members', and Aggrieved Employees' employment with Defendants, and
15 Defendants' operations and employment policies, practices, and procedures. The Parties also
16 reviewed and analyzed a volume of documents and data to determine the potential value and strength
17 of the claims. The available information enabled Class Counsel to assess and value the class and
18 PAGA claims and prepare violation, damages, and penalties analyses models. Accordingly, the
19 Parties have conducted adequate investigation and discovery to be sufficiently informed of the nature
20 and extent of the Class Members' claims, and to enable both sides to fully evaluate the Settlement
21 for its fairness, adequacy, and reasonableness. The Settlement takes into account the strengths and
22 weaknesses of each side's position and the uncertainty of how the case might have concluded at
23 certification, trial, and/or appeals.

24 **ESTIMATE OF THE VALUE OF THE CLAIMS**

25 33. Plaintiff's action alleges that Defendants have violated the California Labor Code and
26 Industrial Welfare Commission Wage Orders by engaging in a uniform policy and systematic
27 scheme of wage abuse against Plaintiff and the putative class members, including inter alia, failing
28 to properly compensate overtime and minimum wages, failing to provide compliant meal and rest

1 periods and associated premium pay, failing to timely pay wages during employment, failing to
2 timely pay wages upon termination and associated waiting-time penalties, failing to provide
3 compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse
4 necessary business expenses. Plaintiff further contends that Defendants' aforementioned conduct
5 constitutes unfair business practices (under the California Business and Professions Code ("UCL")
6 and gives rise to civil penalties recoverable under PAGA.

7 34. Based on data provided by Defendants as of November 11, 2024, the total number of
8 putative class members was estimated to be approximately six hundred seven (607) individuals who
9 worked an estimated total of 14,495 workweeks with an average hourly rate of pay of forty-five
10 (\$45.00).

11 35. Plaintiff contended that Defendants required putative class members to perform work
12 before clocking in and after clocking out of their scheduled shifts, and during meal and rest periods.
13 Plaintiff contended that Defendants required putative class members to perform work off-the-clock.
14 Plaintiff contended that Defendants failed to calculate the proper overtime rate of pay and/or pay all
15 overtime and minimum wages. Plaintiff contended that Defendants rounded the work time recorded
16 by putative class members in a way that was not fair and neutral on its face and/or that favored
17 Defendants over time, resulting in putative class members being underpaid for their time worked.
18 Plaintiff also contended that meal and rest periods were regularly missed, later, shortened, and/or
19 interrupted, that putative class members were required to remain on premises during rest breaks,
20 readily available to assist with work tasks, and that Defendants failed to properly pay premiums for
21 all non-compliant meal and rest periods. Additionally, Plaintiff alleged that Defendants intentionally
22 and willfully failed to pay Plaintiff and putative class members all wages due to them while they
23 were employed by Defendants, within the time period permissible under California law, and that
24 Defendants failed to pay all wages due upon termination, within the time period permissible under
25 California law, thereby triggering waiting-time penalties under California Labor Code section 203.
26 Plaintiff contended that, based on the violations described herein, the wage statements provided by
27 Defendants and the payroll records kept by Defendants were inaccurate. Finally, Plaintiff contended
28 that Defendants failed to reimburse Plaintiff and the other putative class members for necessary

1 business expenses, including, but not limited to, the costs associated with the usage of personal cell
2 phones for work duties, and costs associated with the purchase of uniforms and safety apparel.

3 36. Class Counsel considered defense arguments, e.g., that Defendants acted with a
4 reasonable and good faith belief that employer's practices, policies, and procedures complied with
5 the law, and that they did in fact comply with the law; that Defendants paid Plaintiff, putative class
6 members, and/or aggrieved employees in full all monies owed, and that any obligations they may
7 have owed have been paid or otherwise satisfied in full; that Plaintiff, putative class members, and/or
8 aggrieved employees are exempt from the overtime provisions set forth in the applicable IWC Wage
9 Order, and that claims related to payment of wages and breaks were preempted by applicable
10 collective bargaining agreements; that Plaintiff, putative class members, and/or aggrieved employees
11 did not accurately report the hours for which they seek unpaid wages, overtime and penalties and
12 therefore are barred from seeking to recover any such amounts; and that Plaintiff, putative class
13 members, and/or aggrieved employees suffered no actual injury from the alleged violations Class
14 Counsel also considered the likelihood of Plaintiff's success in establishing that any of provisions
15 of the California Labor Code, on which the civil penalties under PAGA and the UCL claim are
16 predicated, were violated and that such violations were injurious and/or warranted imposition of
17 civil penalties. Class Counsel also considered that trial courts have wide discretion when assessing
18 penalties under PAGA, and that it could be determined that individual liability issues predominate
19 (e.g., due to purported variation in shifts, locations, job duties, and other circumstances which could
20 raise individualized questions of fact) and could pose challenges to certification, manageability, and
21 the merits of Plaintiff's claims.

22 37. Class Counsel considered information, data, and documents obtained from Plaintiff,
23 Defendants, and other sources, and created violation, damages, and penalties valuations and models
24 prior to reaching the Settlement. Based thereon, Plaintiff calculated the potential value of the claims.
25 However, the potential value of each claim assumed an exposure based on the above-captioned
26 action having been certified and Plaintiff having proven all elements of the claims and entitlement
27 to monetary recovery in the above-captioned action (on a class-wide and a representative basis),
28 despite risks associated with obtaining and maintaining certification and demonstrating

manageability, risks to establishing liability and any underlying California Labor Code and IWC Wage Order violations and damages, and significant additional costs that would have to be incurred in order to certify the above captioned action and establish liability, damages, and penalties amounts in the cases. Plaintiff faced the risk of the Court finding that individualized issues predominate, such that the cases are not suitable for class treatment. While Class Counsel disagreed with Defendants' arguments and factual contentions, Class Counsel recognized the circumstances and realities of the cases, applicable case law and regulations, the extensive time and pay records produced by Defendants, the costs and expenses of further litigation and certification, and risks to recovery, and applied appropriate discounts for them. Class Counsel calculated the potential and realistic values of each claim as follows:

- a. Failure to Pay Overtime Wages: The potential value of this claim was estimated to be \$978,412.50 (14,495 workweeks x 1 hour of unpaid overtime wages x overtime hourly rate of \$67.50, which is based on the average base hourly rate of \$45.00). At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$342,444.38), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$136,977.75), and a discount of 55% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$61,639.99).
- b. Failure to Pay Minimum Wages: The potential value of this claim was estimated to be \$173,940.00 (14,495 workweeks x 1 hour of unpaid minimum wages x average minimum wage rate of \$12.00). At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$60,879.00, a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$24,351.60), and a discount of 55% was applied to account for the risks associated with proving the extent of damages

and obtaining an award thereof (bringing the value of this claim closer to \$10,958.22).

- c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential value of this claim was estimated to be \$652,275.00 (14,495 workweeks x 1 meal period premium x average hourly rate of \$45.00). At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$260,910.00), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$104,364.00), and a discount of 60% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$41,745.60).
- d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential value of this claim was estimated to be \$652,275.00 (14,495 workweeks x 1 rest period premium x average hourly rate of \$45.00). At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$228,296.25), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$79,903.69), and a discount of 60% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$31,961.48).
- e. Failure to Timely Pay Wages During Employment: The value of this claim is considered as a part of the valuation of the PAGA claim contained *infra*.
- f. Failure to Timely Pay Wages After Termination (and Waiting-Time Penalties): Based on information and data provided by Defendant, it was estimated that approximately three hundred fifty-four (354) putative class members had been terminated during the three-year statute of limitations (i.e., from November 9, 2020). Assuming that these individuals were not timely paid all wages due to them upon

1 termination, the potential value of waiting-time penalties was estimated to be
2 \$3,823,200.00 collectively (354 individuals x [30 days x hourly rate of \$45.00 x 8
3 hours]), or approximately \$10,800.00 per individual. At this juncture, a discount of
4 65% was applied to account for the risks associated with obtaining and maintaining
5 class certification (bringing the value of this claim closer to \$1,338,120.00), a
6 discount of 65% was applied to account for the risks associated with succeeding on
7 the merits and establishing liability (bringing the value of this claim closer to
8 \$468,342.00), and a discount of 70% was applied to account for the risks associated
9 with proving the extent of damages and obtaining an award thereof (bringing the
10 value of this claim closer to \$140,502.60).

11 g. Failure to Provide Compliant Wage Statements: The potential value of this claim was
12 calculated to be \$475,000.00 ([294 initial violations x \$50 statutory penalty] + [4,603
13 subsequent violations x \$100 statutory penalty]). At this juncture, a discount of 60%
14 was applied to account for the risks associated with obtaining and maintaining class
15 certification (bringing the value of this claim closer to \$190,000.00), a discount of
16 60% was applied to account for the risks associated with succeeding on the merits
17 and establishing liability (bringing the value of this claim closer to \$76,000.00), and
18 a discount of 65% was applied to account for the risks associated with proving the
19 extent of damages and obtaining an award thereof (bringing the value of this claim
20 closer to \$26,600.00).

21 h. Failure to Maintain Payroll Records: Arguably, civil penalties would only be
22 recoverable by the Labor Commissioner, therefore, the value of this claim is
23 considered as a part of the valuation of the PAGA claim contained *infra*.

24 i. Failure to Reimburse Necessary Business Expenses: The potential value of this claim
25 was estimated to be \$72,475.00 (14,495 workweeks x \$5.00 unreimbursed business
26 expenses). At this juncture, a discount of 60% was applied to account for the risks
27 associated with obtaining and maintaining class certification (bringing the value of
28 this claim closer to \$28,990.00), a discount of 70% was applied to account for the

risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$8,697.00), and a discount of 65% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$3,043.95).

j. PAGA Penalties: The amount of civil penalties at issue, which the Court could determine whether or not to assess and whether or not to reduce based on the facts and circumstances of the case (to avoid an award that is unjust, arbitrary and oppressive, or confiscatory, pursuant to California Labor Code section 2699(e)(2)), were estimated to be approximately \$477,050.00 (329 aggrieved employees estimated to have worked during one-year statutory period x \$1,450 civil PAGA penalties for various Labor Code violations). At this juncture, a discount of 45% was applied to account for the risks associated with possible bifurcation of discovery and/or trial (bringing the value of this claim closer to \$262,377.50), a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$131,188.75), and a discount of 70% was applied to account for the risks associated with the Court's discretion to reduce civil penalties and obtaining an award of civil penalties (bringing the value of this claim closer to \$39,356.63).

38. The foregoing discussion confirms that the amount of the Settlement is adequate in light of Plaintiff's allegations and causes of action, the evidence at issue with respect to those allegations and causes of action, and legal and factual arguments and circumstances which pose challenges to certification, manageability, merits, and monetary recovery. The conclusion to be drawn from the foregoing analysis is that neither class certification, manageability, liability, nor the ability to adjudicate and/or recover monetary relief on a class-wide or representative basis is clear-cut, which is why the Parties elected to settle this matter. Class Counsel also recognized that additional discounts could be made to the risk-adjusted value to account for the costs and expenses associated with further litigation and the present value of obtaining a settlement now as opposed to monetary recovery, if any, that may be obtained in the future after further litigation. Class Counsel

1 recognized the circumstances and realities of the case, applicable case law and regulations, and risks
2 to recovery and applied appropriate discounts.

3 39. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in
4 the best interest of Plaintiff, the Class, and State of California. Class Counsel further submits that
5 the Settlement is within an acceptable range of recovery for this type of litigation given the strengths
6 and weaknesses of the case, the inherent costs and risks of further litigation, and the costs and risks
7 associated with class certification, representative adjudication, trial, and/or appeals.

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

10 Executed on this 31st day of July 2025, at Glendale, California.

11 

12 Vartan Madoyan
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EXHIBIT 1



September 5, 2023

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: KELLER DRILLING, INC.; KELLER GROUP PLC; KELLER FOUNDATIONS, LLC; KELLER MANAGEMENT SERVICES, LLC; HAYWARD BAKER, INC.; KELLER NORTH AMERICA, INC.

Dear Representative:

We have been retained to represent Frederick Peregoy against Keller Drilling, Inc., Keller Group PLC, Keller Foundations, LLC, Keller Management Services, LLC, Hayward Baker, Inc., and Keller North America, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as “Keller”) for violations of California wage-and-hour laws. Mr. Peregoy seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Mr. Peregoy seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Keller employed Mr. Peregoy as an hourly-paid, non-exempt employee from approximately January 2019 to approximately September 2022, in the State of California.

The “aggrieved employees” that Mr. Peregoy may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, Keller has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 16-2001.

Keller required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to,

waiting in line to clock-in and/or clock out. Keller rounded the work time recorded by aggrieved employees in a manner that was not fair and neutral on its face and/or that favored Keller over time, resulting in aggrieved employees being underpaid for their time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Peregoy and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Peregoy and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Keller required Mr. Peregoy and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Keller failed to pay Mr. Peregoy and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Keller failed to pay Mr. Peregoy and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Keller did not provide Mr. Peregoy and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Keller were in violation of California

Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Peregoy and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Peregoy and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Peregoy and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Peregoy and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Peregoy and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Keller failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Peregoy and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Keller did not provide Mr. Peregoy and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, and 16-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Keller failed to pay Mr. Peregoy and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which

Mr. Peregoy and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Keller failed to pay Mr. Peregoy and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Peregoy and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Peregoy and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Keller. These costs include, but are not limited to, the purchasing and maintenance of footwear in compliance with the dress code.

Therefore, on behalf of all aggrieved employees, Mr. Peregoy seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Gabriella Sole, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Keller Drilling, Inc.
Keller Management Services, LLC
Keller North America, Inc.
c/o C T Corporation System
Agent for Service of Process
330 N Brand Blvd., Ste 700
Glendale, CA 91203

Keller Group PLC
Hayward Baker, Inc.
Keller Foundations, LLC
7550 Teague Road, Suite 300
Hanover, MD 21076

EXHIBIT 2

Code § 226.7 (Non-Compliant Rest Periods and Unpaid Premiums), (4) California Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages), (5) California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid), (6) California Labor Code § 204 (Wages Not Timely Paid During Employment), (7) California Labor Code § 226(a) (Non-Compliant Wage Statements), (8) California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records), (9) California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses), and (10) California Labor Code and California Business & Professions Code § 17200, et seq.

2. On February 24, 2025, Plaintiff filed a First Amended Consolidated Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, *Et Seq.*, which consolidated the Class Action and PAGA Action (“Operative Complaint”).

3. Defendants deny all material allegations set forth in the Actions and have asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, Defendants desire to fully and finally settle the Actions, Released Class Claims (as defined herein), and Released PAGA Claims (as defined herein).

4. The Parties have conducted extensive investigation of facts and law, including any and all applicable defenses and the applicable law. Through informal discovery methods, Plaintiff and Class Counsel obtained, reviewed, and considered extensive information, data, and documents to assess the claims and allegations.

5. On November 11, 2024, the Parties participated in mediation with David A. Rotman, Esq. (the “Mediator”), a respected mediator experienced in mediating complex wage and hour actions. The settlement discussions were conducted at arm’s-length, and the Settlement is the result of an informed and detailed analysis of Defendants’ alleged potential liability and alleged total exposure in relation to the costs and risks associated with continued litigation. Based on the documents and data produced, as well as Class Counsel’s own independent investigation and evaluation, Class Counsel believes that the settlement with Defendants for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendants.

6. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

DEFINITIONS

7. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

a. "Aggrieved Employee(s)" means all current and former non-exempt employees of Defendants within the State of California at any time during the PAGA Period (as defined below).

b. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for Class Counsel's litigation and resolution of the Actions, which shall not exceed 35% of the Gross Settlement Amount (i.e., \$245,000.00 if the Gross Settlement Amount remains \$700,000.00) and reimbursement of all actual reasonable costs and expenses incurred and to be incurred by Class Counsel in the Actions, as set forth in Paragraph 11 below.

c. "Claims Administration Costs" or "Settlement Administration Costs" means the costs payable from the Gross Settlement Amount, subject to Court approval, to the Settlement Administrator for administering the Settlement, as set forth in Paragraph 13 below. The Settlement Administration Costs are currently estimated not to exceed \$9,950.00.

d. "Claims Administrator" or "Settlement Administrator" means ILYM Group, Inc. ("ILYM"), or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

e. “Class Counsel” means Arby Aiwarzian, Joanna Ghosh, Vartan Madoyan, and Scarlet Tunney of Lawyers *for* Justice, P.C., counsel for Plaintiff, who will seek to be appointed counsel for the Class.

f. “Class Data and List” means a complete list of all Class Members that Defendants will diligently and in good faith compile from their records and provide to the Settlement Administrator

1 within thirty (30) calendar days after Preliminary Approval. The Class Data and List will be formatted
2 in a readable Microsoft Office Excel spreadsheet and will include each Class Member's and Aggrieved
3 Employee's (1) full name, (2) last-known mailing address, (3) Social Security Number, (4) applicable
4 Workweeks and/or PAGA Pay Periods for each Class Member and/or Aggrieved Employee, and (5) any
5 other information required by the Settlement Administrator to calculate Workweeks and PAGA Pay
6 Periods.

7 g. "Class Member(s)" or "Class" means all current and former non-exempt
8 employees of Defendants within the State of California at any time during the Class Period (as defined
9 below).

10 h. "Class Period" means the period between November 9, 2019, and February 11,
11 2025, subject to modification by Defendants, per Paragraph 38.

12 i. "Class Representative," or "Plaintiff," means Frederick Peregoy.

13 j. "Class Representative Service Award" means the amount approved by the Court
14 to be paid to Plaintiff Frederick Peregoy in recognition of his efforts and work in prosecuting the Actions
15 on behalf of Class Members, as set forth in Paragraph 12 below. The Class Representative Service
16 Award payable to Plaintiff shall not exceed \$15,000 and shall be payable from the Gross Settlement
17 Amount.

18 k. "Class Settlement" means the settlement and release of the Released Class
19 Claims.

20 l. "Court" means the Superior Court of the State of California for the County of San
21 Diego.

22 m. "Defendants" means Keller Drilling, Inc., Keller Group, PLC, Keller Foundations,
23 LLC, Keller Management Services, LLC, Hayward Baker, Inc., and Keller North America, Inc.

24 n. "Defendants' Counsel" means Linh T. Hua and Ashley N. Batiste, of Gordon Rees
25 Scully Mansukhani, LLP.

26 o. "Effective Date" means means the date by when both of the following have
27 occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement;
28 and (b) the Judgment is final. The Judgment is final as of the latest of the following

1 occurrences: (a) if no Participating Class Member objects to the Settlement, the day the
2 Court enters Judgment; (b) if one or more Participating Class Members objects to the
3 Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or
4 (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms
5 the Judgment and issues a remittitur.

6 p. "Employer Taxes" means the employer's share of taxes and contributions in
7 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendants
8 separately and in addition to the Gross Settlement Amount.

9 q. "Final Approval" means the determination by the Court that the Settlement is fair,
10 reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

11 r. "Final Approval Hearing" means the hearing at which the Court will consider and
12 determine whether the Settlement should be granted Final Approval.

13 s. "Gross Settlement Amount" means the amount of Seven Hundred Thousand
14 Dollars (\$700,000.00), subject to increase as provided in Paragraph 38, to be paid by Defendants in full
15 resolution of all Released Class Claims, Released PAGA Claims, and the Actions, which is inclusive of
16 the Attorneys' Fees and Costs, Class Representative Service Award, PAGA Payment (which is
17 comprised of both the LWDA Payment and the Individual PAGA Payments), Net Settlement Amount
18 to be paid to the Participating Class Members, and Settlement Administration Costs. Defendants shall
19 pay the Employer Taxes separately and in addition to the Gross Settlement Amount.

20 t. "Individual PAGA Payment" means the amount payable to each Aggrieved
21 Employee from the 25% portion of the PAGA Payment that is allocated to the Aggrieved Employees,
22 as provided in Paragraph 15(b).

23 u. "Individual Settlement Payment" means the net payment of each Participating
24 Class Member's Individual Settlement Share, after reduction for the employee's share of taxes and
25 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
26 Paragraph 26 below.

27 v. "Individual Settlement Share" means the *pro rata* share of the Net Settlement
28 Amount that a Class Member may be eligible to receive under the Settlement Agreement, to be

1 calculated in accordance with Paragraph 15(a).

2 w. "LWDA Payment" means the amount that the Parties have agreed to pay the
3 LWDA as set forth in Paragraph 14.

4 x. "Net Settlement Amount" means the portion of the Gross Settlement Amount that
5 is available for distribution to Participating Class Members, which is the Gross Settlement Amount less
6 the Court-approved Attorneys' Fees and Costs, Class Representative Service Award, LWDA Payment,
7 Individual PAGA Payments, and Settlement Administration Costs.

8 y. "Notice" means the Notice of Pendency of Class Action Settlement, substantially
9 in the form attached as "Exhibit A."

10 z. "Notice of Objection" means a Class Member's written objection to the Class
11 Settlement, which must include: (a) the case name and number of the Actions; (b) the objector's full
12 name, signature, address, and telephone number; (c) a written statement of all grounds for the objection
13 accompanied by any legal support for such objection; and (d) copies of any papers, briefs, or other
14 documents upon which the objection is based.

15 aa. "Operative Complaint" means the First Amended Consolidated Class Action
16 Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code §
17 2698, *Et Seq.* filed on February 24, 2025.

18 bb. "PAGA Pay Periods" means the number of pay periods each Aggrieved Employee
19 worked for Defendants, for at least one (1) calendar day, as a current or former non-exempt employee
20 within the State of California during the PAGA Period, which will be calculated by the Settlement
21 Administrator by using the Class Data and List furnished by Defendants.

22 cc. "PAGA Payment" means a total payment of Eighty Thousand Dollars
23 (\$80,000.00) to settle all claims under the Private Attorneys General Act. From this amount, 75% will
24 be paid to the LWDA ("LWDA Payment") and 25% will be distributed to Aggrieved Employees. The
25 PAGA Payment shall be payable from the Gross Settlement Amount.

26 dd. "PAGA Period" means the period between September 5, 2022, and February 11,
27 2025, subject to modification by Defendants, per Paragraph 38.

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1 ee. "PAGA Settlement" means the settlement and resolution of the Released PAGA
2 Claims.

3 ff. "Participating Class Members" means all Class Members who do not submit a
4 valid and timely Request for Exclusion from the Class Settlement (collectively referred to as
5 "Participating Class").

6 gg. "Parties" means Plaintiff and Defendants, collectively, and "Party" means either
7 Plaintiff or Defendants.

8 hh. "Preliminary Approval" means entry by the Court of an order granting
9 preliminary approval of the Settlement Agreement.

10 ii. "Released Class Claims" means any and all claims under state, federal, or local
11 law, alleged in the Operative Complaint or that could have been alleged based on the factual allegations
12 in the Operative Complaint, arising during the Class Period, including but not limited to claims for
13 violations of the California Labor Code, including *inter alia* sections 201, 202, 203, 204, 210, 226,
14 226.3, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802,
15 Industrial Welfare Commission Wage Orders, including *inter alia* Wage Orders 4- 2001 and 16-2001,
16 and California Business and Professions Code section 17200, *et seq.*, regulations, and/or other
17 provisions of law for *inter alia* failure to pay overtime wages, failure to provide compliant meal periods
18 and associated premiums, failure to provide compliant rest periods and associated premiums, failure to
19 pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during
20 employment, failure to provide compliant wage statements, failure to keep requisite payroll records, and
21 failure to reimburse necessary business expenses.

22 jj. "Released PAGA Claims" means any and all claims for civil penalties under the
23 Private Attorneys General Act (California Labor Code section 2698, *et seq.*), arising out of the facts
24 alleged in the Operative Complaint and/or the LWDA Notice, arising during the PAGA Period,
25 including but not limited to claims for violations of the California Labor Code, including *inter alia*
26 sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2,
27 1197, 1197.1, 1198, 2800 and 2802, for *inter alia* failure to pay overtime wages, failure to provide
28 compliant meal periods and associated premiums, failure to provide compliant rest periods and

1 associated premiums, failure to pay minimum wages, failure to timely pay wages upon termination,
2 failure to timely pay wages during employment, failure to provide compliant wage statements, failure
3 to keep requisite payroll records, and failure to reimburse necessary business expenses.

4 kk. “Released Parties” means Defendants Keller Drilling, Inc., Keller Group, PLC,
5 Keller Foundations, LLC, Keller Management Services, LLC, Hayward Baker, Inc., and Keller North
6 America, Inc. and any affiliates and associates. This also includes Defendants’ agents, officers,
7 employees, directors, owners, subsidiaries, DBA’s, affiliates and predecessor, successor, and parent
8 companies.

9 ll. “Request for Exclusion” means a timely letter submitted by a Class Member
10 indicating a request to be excluded from the Class Settlement. The Request for Exclusion must: (a)
11 contain the case name and number of the Actions; (b) be signed by the Class Member; (c) contain the
12 full name, address, telephone number, and the last four digits of the Social Security Number of the Class
13 Member requesting exclusion from the Class Settlement; (d) clearly state that the Class Member does
14 not wish to be included in the Class Settlement; and (e) be returned by fax or mail to the Settlement
15 Administrator at the address and/or facsimile number specified in the Notice, postmarked or faxed on
16 or before the Response Deadline. The date of the postmark on the return mailing envelope or fax-stamp
17 on the submission will be the exclusive means to determine whether a Request for Exclusion has been
18 timely submitted. A Class Member who does not request exclusion from the Class Settlement will be
19 deemed a Participating Class Member and will be bound by all terms of the Class Settlement if the
20 Settlement is granted Final Approval by the Court.

21 mm. “Response Deadline” means the deadline by which Class Members must submit
22 a Request for Exclusion, Notice of Objection, and/or dispute of the Workweeks credited to them, which
23 shall be the date that is sixty (60) calendar days from the initial mailing of the Notice by the Settlement
24 Administrator, unless the 60th day falls on a Sunday or Federal holiday, in which case the Response
25 Deadline will be extended to the next day on which the U.S. Postal Service is open. In the event that a
26 Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended
27 fifteen (15) calendar days.

28 nn. “Workweeks” means the number of weeks each Class Member worked for

1 Defendants as a current or former non-exempt employee in California during the Class Period, and is
2 calculated by Defendants by dividing the number of shifts worked by five (5).

3 **CLASS CERTIFICATION**

4 8. This Agreement represents a compromise and settlement of highly disputed claims.
5 Nothing in this Agreement is intended or should be construed as an admission by Defendants that any
6 of the allegations in the Operative Complaint have merit or that Defendants have any liability for any
7 claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants'
8 defenses in the Actions have merit.

9 9. The Parties agree that class certification and representative treatment is for the purpose
10 of settlement only. Should, for whatever reason, the Court not grant Final Approval, the Parties'
11 stipulation to class certification as part of the Settlement shall become null and void *ab initio* and shall
12 have no bearing on, and shall not be admissible in connection with, the issue of whether or not
13 certification would be inappropriate in a non-settlement context. Further, should, for whatever reason,
14 the Court not grant Final Approval, Defendants reserve the right to contest certification of any class for
15 any reasons, Defendants reserve all available defenses to the claims in the Actions, and Plaintiff reserves
16 the right to move for class certification on any grounds available and to contest Defendants' defenses.

17 **TERMS OF AGREEMENT**

18 NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby
19 acknowledged, and in consideration of the mutual covenants, promises and agreements set forth herein
20 below, the Parties agree, subject to the Court's approval, as follows:

21 10. **Funding and Disbursement of the Gross Settlement Amount.**

22 a. Within fifteen (15) calendar days of the Effective Date, the Settlement
23 Administrator will provide the Parties with an accounting of the amounts to be paid by Defendants
24 pursuant to the terms of the Settlement and establish a Qualified Settlement Fund ("QSF") pursuant to
25 IRS rules and regulations in which the Gross Settlement Amount will be placed and from which payments
26 required by the Settlement Agreement will be made.

27 b. Within thirty (30) calendar days of the Effective Date, Defendants will make a
28 deposit of the full Gross Settlement Amount into the QSF to be established by the Settlement

1 Administrator.

2 c. Within seven (7) calendar days of the full funding of the Gross Settlement Amount,
3 the Settlement Administrator will issue payments due under the Settlement and approved by the Court,
4 as follows: (a) Individual Settlement Payments to Participating Class Members; (b) LWDA Payment to
5 the LWDA; (c) Individual PAGA Payments to Aggrieved Employees; (d) Class Representative Service
6 Award to Plaintiff; (e) Attorneys' Fees and Costs to Class Counsel; and (f) Settlement Administration
7 Costs to itself (the Settlement Administrator). The Settlement Administrator will also undertake filings
8 and remittances in connection with the employee's share of taxes on the wages portion of Individual
9 Settlement Shares and the Employer Taxes, that are necessary for administration of the Settlement.

10 11. Attorneys' Fees and Costs. Class Counsel will request and Defendants will not oppose
11 attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., up to Two
12 Hundred Forty Five Thousand Dollars (\$245,000.00 if the Gross Settlement Amount remains
13 \$700,000.00)) and reimbursement of actual reasonable costs and expenses associated with Class
14 Counsel's litigation and settlement of the Actions, in an amount not to exceed Thirty Thousand Dollars
15 (\$30,000.00), both of which will be paid from the Gross Settlement Amount subject to Court approval.
16 These amounts will cover any and all work performed and any and all costs incurred by Class Counsel
17 in connection with the litigation of the Actions, including without limitation all work performed and
18 costs incurred to date, and all work to be performed and all costs to be incurred in connection with
19 obtaining the Court's approval of this Settlement, as well as any objections raised and any appeals
20 necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly
21 characterizing this compensation for tax purposes and for paying any taxes on the amounts received.
22 Any portion of the Attorneys' Fees and Costs not awarded to Class Counsel shall be a part of the Net
23 Settlement Amount to be distributed to Participating Class Members.

24 12. Class Representative Service Award. In recognition of his efforts and work in
25 prosecuting the Actions, Defendants agree not to oppose any application or motion for a Class
26 Representative Service Award in an amount up to Fifteen Thousand Dollars (\$15,000.00) to Plaintiff
27 Frederick Peregoy. The Class Representative Service Award, which will be paid from the Gross
28 Settlement Amount, subject to Court approval, will be in addition to Plaintiff's Individual Settlement

1 Payment and Individual PAGA Payment that is to be paid pursuant to the Settlement. The Settlement
2 Administrator will issue an IRS Form 1099 to Plaintiff for the Class Representative Service Award, and
3 Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax
4 purposes and for paying any taxes on the amounts received. Should the Court approve the Class
5 Representative Service Award to Plaintiff in an amount that is less than that set forth above, the
6 difference between the lesser amount approved by the Court and the amount as allocated above shall be
7 a part of the Net Settlement Amount to be distributed to Participating Class Members.

8 13. Settlement Administration Costs. The Settlement Administrator will be paid for the
9 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
10 which is currently estimated not to exceed Nine Thousand Nine Hundred and Fifty Dollars (\$9,950.00).
11 These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will
12 include, *inter alia*, translating into Spanish, printing, distributing, and tracking Notices and other
13 documents for this Settlement, calculating and distributing payments due under the Settlement, issuing
14 of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances,
15 providing necessary reports and declarations, and other duties and responsibilities set forth herein to
16 process this Settlement, and as requested by the Parties. To the extent actual Settlement Administrations
17 Costs are greater than the estimated amount stated herein, such excess amount will be deducted from the
18 Gross Settlement Amount, subject to Court approval upon a showing of good cause. Any portion of the
19 estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required
20 to fulfill payment to the Settlement Administrator to undertake the required settlement administration
21 duties shall be a part of the Net Settlement Amount to be distributed to Participating Class Members.

22 14. LWDA Payment. Subject to approval by the Court, the Parties agree that the amount of
23 Eighty Thousand Dollars (\$80,000.00) from the Gross Settlement Amount will be allocated toward
24 penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.*, of which
25 seventy-five percent (75%), or \$60,000.00, will be paid to the LWDA (i.e., the LWDA Payment) and
26 twenty-five percent (25%) or, \$20,000.00, will be distributed to Aggrieved Employees as part of the Net
27 Settlement Amount.

28 15. Individual Settlement Share and Individual PAGA Payment Calculations. Class

Members shall not be required to submit a claim in order to receive a share of the Net Settlement Amount, and Aggrieved Employees shall not be required to submit a claim in order to receive a share of the 25% portion of the PAGA Payment that is allocated to the Aggrieved Employees, and no portion of the Gross Settlement Amount shall revert to Defendants. Individual Settlement Shares and Individual PAGA Payments will be calculated and apportioned based on the Workweek and PAGA Pay Periods, respectively, as follows:

a. Individual Settlement Shares Calculations.

i. After Preliminary Approval of the Settlement, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement.

ii. After Final Approval of the Settlement, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Participating Class Member to yield the "Final Workweek Value," and multiply each Participating Class Member's individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.

b. Individual PAGA Payments Calculations.

i. To determine the Individual PAGA Payment for each Aggrieved Employee, the Settlement Administrator will divide the 25% portion of the PAGA Payment that is allocated to the Aggrieved Employees, i.e., \$20,000, 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 multiplying the PAGA Pay Period Value by the number of PAGA Pay Periods worked by each individual Aggrieved Employee during the PAGA Period.

16. Settlement Awards Do Not Trigger Additional Benefits. All payments to Plaintiff, Participating Class Members and Aggrieved Employees shall be deemed to be income to Plaintiff, Participating Class Members and Aggrieved Employees solely in the year in which such payments actually are received by them. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiff, any Participating Class Member or any Aggrieved

Employee to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest or other compensation or benefit plan or agreement in place during the Class Period or, if applicable, the PAGA Period, nor will it entitle them to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period or, if applicable, the PAGA Period).

17. Delivery of the Class Data and List. Within thirty (30) calendar days of Preliminary Approval, Defendants will provide the Class Data and List to the Settlement Administrator.

18. Notice by First Class U.S. Mail.

a. Within fifteen (15) calendar days after receiving the Class Data and List from Defendants, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct any known or identifiable address changes, and will mail a Notice (in the form attached as Exhibit A to this Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. With respect to Notices that are returned as undeliverable and received by the Settlement Administrator on or before the Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-trace and re-mail the Notice within five (5) calendar days. Those Class Members who receive a re-mailed Notice will have an additional fifteen (15) days to submit a Request for Exclusion, Notice of Objection, or dispute of Workweeks and/or PAGA Pay Periods.

19. Dispute Regarding Workweeks and/or PAGA Pay Periods. Class Members and Aggrieved Employees will have an opportunity to dispute the number of Workweeks and/or PAGA Pay Periods to which they have been credited, as reflected in their respective Notices. In order to dispute Workweeks and/or PAGA Pay Periods, Class Members and/or Aggrieved Employees must submit a written letter to the Settlement Administrator that: (a) states the case name and number of the Actions; (b) is signed by the Class Member and/or Aggrieved Employee; (c) states the full name, address, telephone number, and the last four digits of the Social Security Number of the disputing Class Member and/or Aggrieved Employee; (d) clearly states that the Class Member and/or Aggrieved Employee

1 disputes the number of Workweeks and/or PAGA Pay Periods credited to him or her and what he or she
2 contends is the correct number to be credited to him or her; (e) includes information and/or attaches
3 documentation demonstrating that the number of Workweeks and/or PAGA Pay Periods that he or she
4 contends should be credited to him or her are correct; and (f) is returned by fax or mail to the Settlement
5 Administrator at the specified address and/or facsimile number, postmarked or fax-stamped on or before
6 the Response Deadline. The date of the postmark on the return mailing envelope or fax-stamp on the
7 submission will be the exclusive means to determine whether a dispute has been timely submitted.
8 Absent evidence rebutting the accuracy of Defendants' records and data as they pertain to the number
9 of Workweeks and/or PAGA Pay Periods to be credited to a disputing Class Member and/or Aggrieved
10 Employee, Defendants' records will be presumed correct and determinative of the dispute. However, if
11 a Class Member and/or Aggrieved Employee produces information and/or documents to the contrary,
12 the Settlement Administrator will evaluate the materials submitted by the Class Member and/or
13 Aggrieved Employee and the Settlement Administrator will resolve and determine the number of
14 eligible Workweeks and/or PAGA Pay Periods that the disputing Class Member and/or Aggrieved
15 Employee should be credited with under the Settlement. The Settlement Administrator shall notify Class
16 Counsel and Defendants' Counsel of the fact that a Class Member and/or Aggrieved Employee has made
17 a dispute and advise them of the outcome.

18 20. Settlement Checks. The Settlement Administrator will be responsible for undertaking
19 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments to the
20 Participating Class Members, and Individual PAGA Payments to Aggrieved Employees, via First-Class
21 U.S. Mail in accordance with this Settlement Agreement. Each Individual Settlement Payment and
22 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar
23 days from the date the checks are issued, and thereafter, shall be cancelled. In the event that an
24 Individual Settlement Payment or Individual PAGA Payment check is not cashed or negotiated on or
25 before the 180-day check-cashing deadline, the check will be cancelled and the funds associated with
26 the cancelled check shall be tendered to The Children's Law Center of California. The Parties and their
27 counsel each represent that they do not have a financial interest in or otherwise have a relationship with
28 The Children's Law Center of California. The Parties each represent that they do not have any significant

1 affiliation or involvement with the proposed *cy pres* recipient. The Settlement Administrator may, as
2 necessary, undertake amended and/or supplemental tax filings and reporting, required under applicable
3 local, state, and federal tax laws, that are necessitated due to the cancellation of any Individual Settlement
4 Payment checks. To the extent that the Settlement Administrator is able to obtain or receive the return or
5 refund of the amounts that were transmitted to taxing authorities for the employer's and employees' share
6 of taxes, contributions, and/or withholding associated with cancelled Individual Settlement Payments, all
7 such amounts shall also be transmitted to The Children's Law Center of California. Participating Class
8 Members whose Individual Settlement Payment checks are cancelled and Aggrieved Employees whose
9 Individual PAGA Payment checks are cancelled shall, nevertheless, be bound by this Settlement
10 Agreement.

11 21. Procedure for Requesting Exclusion from the Class Settlement. Any Class Member
12 wishing to be excluded from the Class Settlement must submit a timely and valid Request for Exclusion
13 to the Settlement Administrator. A Request for Exclusion must: (1) contain the case name and number
14 of the Actions; (2) contain the Class Member's full name, address, telephone number, and last four
15 digits of his or her Social Security number; (3) be signed by the Class Member; (4) contain a clear
16 statement that the Class Member requests to be excluded from the Class Settlement; and (5) be sent to
17 the Settlement Administrator by mail or fax, postmarked or fax-stamped by no later than the Response
18 Deadline. The Notice shall contain instructions on how to opt out. The date of the fax-stamp or the
19 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
20 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
21 Counsel and Defendants' Counsel the Requests for Exclusion that were timely submitted, and also
22 identify the individuals who have submitted a timely and valid Request for Exclusion in a declaration
23 that is to be filed with the Court in advance of the Final Approval Hearing. Any Class Member who
24 submits a Request for Exclusion is prohibited from making any objection to the Settlement Agreement.
25 Any Class Member who validly requests to be excluded from the Class Settlement will not be a
26 Participating Class Member and will not have any right to object, appeal, or comment on the Class
27 Settlement. Aggrieved Employees shall be bound to the PAGA Settlement irrespective of whether they
28 exercise their option to opt out of the Class Settlement.

1 22. Settlement Terms Bind All Class Members Who Do Not Request Exclusion. Any Class
2 Member who does not affirmatively request exclusion from the Class Settlement by submitting a timely
3 and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement,
4 entitled to all benefits and bound by all of the terms and conditions of the Class Settlement, including
5 and not limited to those pertaining to the Released Class Claims, as well as the Final Approval Order
6 and Judgment that may be entered by the Court if it grants Final Approval to the Settlement.

7 23. Procedures for Objecting to the Class Settlement. To object to the Class Settlement,
8 Class Members who have not opted out of the Class Settlement (i.e., Participating Class Members) may
9 present their objection orally at the Final Approval Hearing and/or submit a timely and complete Notice
10 of Objection to the Settlement Administrator, by mail, on or before the Response Deadline. The Notice
11 of Objection must be signed by the Participating Class Member and contain the required information as
12 set forth in Paragraph 7.z of this Settlement Agreement. The date of the postmark on the return mailing
13 envelope or fax-stamp on the submission of the Notice of Objection will be deemed the exclusive means
14 for determining that the Notice of Objection is timely. At no time will any of the Parties or their counsel
15 seek to solicit or otherwise encourage Participating Class Members to object to the Settlement or appeal
16 from the Final Approval Order and Judgment.

17 24. Reports By the Settlement Administrator Regarding Settlement Administration. The
18 Settlement Administrator will provide Defendants' Counsel and Class Counsel weekly reports which
19 certify: (a) the number of Class Members and/or Aggrieved Employees who have submitted a dispute
20 of Workweeks and/or PAGA Pay Periods; (b) the number of Class Members who have submitted timely
21 and valid Requests for Exclusion from the Class Settlement or timely and complete Notices of Objection
22 to the Class Settlement; and (c) the number of undeliverable and re-mailed Notices. Additionally, the
23 Settlement Administrator will provide to counsel for both Parties any updated reports regarding the
24 administration of the Settlement Agreement as needed or requested, and immediately notify Defendants'
25 Counsel and Class Counsel when it receives a request from an individual or any other entity regarding
26 inclusion in the Class and/or settlement.

27 25. Certification of Completion. Upon completion of administration of the Settlement, the
28 Settlement Administrator will provide a written declaration under oath to certify such completion to the

1 Court and counsel for all Parties.

2 26. Treatment of Individual Settlement Payments and Individual PAGA Payments. Each
3 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent
4 (80%) as penalties, interest, and non-wage damages. The portion allocated to wages will be reported
5 on an IRS Form W-2 and the portion allocated to interest, penalties, and non-wage damages will be
6 reported on an IRS Form-1099 by the Settlement Administrator. The Settlement Administrator will
7 withhold the employee's share of taxes and withholdings with respect to the wages portion of the
8 Individual Settlement Shares, and issue checks to Participating Class Members for their Individual
9 Settlement Payment (i.e., payment of their Individual Settlement Share net of these taxes and
10 withholdings). The employer's share of taxes and contributions on the wages portion of Individual
11 Settlement Shares will be paid by Defendants separately and in addition to the Gross Settlement
12 Amount. Individual PAGA Payments will be reported on an IRS Form-1099 by the Settlement
13 Administrator.

14 27. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
15 will be responsible for issuing to Plaintiff, Participating Class Members, and Class Counsel any W-2,
16 1099, or other tax forms as may be required by this Settlement Agreement and by law for all amounts
17 paid pursuant to the Settlement. The Settlement Administrator will also be responsible for forwarding
18 all taxes, contributions, and withholdings with respect to the wages portion of Individual Settlement
19 Shares to the appropriate government authorities.

20 28. Tax Liability. Plaintiff, Class Counsel, Defendants, and Defendants' Counsel do not
21 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
22 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff and
23 Participating Class Members understand and agree that Plaintiff, Participating Class Members and
24 Aggrieved Employees will be solely responsible for correctly characterizing any compensation received
25 under the Settlement on his/her personal income tax returns and paying any and all taxes due for any
26 and all amounts paid to them under the Settlement.

27 29. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR
28 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS

1 SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
2 PARTY") ACKNOWLEDGES AND AGREES THAT (a) NO PROVISION OF THIS SETTLEMENT
3 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
4 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
5 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE
6 OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF
7 UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS
8 AMENDED); (b) THE ACKNOWLEDGING PARTY (i) HAS RELIED EXCLUSIVELY UPON HIS,
9 HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING
10 TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (ii) HAS NOT
11 ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION
12 OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND
13 (iii) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
14 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY
15 BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (c) NO ATTORNEY OR ADVISER TO
16 ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE
17 CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES
18 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
19 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
20 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
21 BY THIS SETTLEMENT AGREEMENT.

22 30. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
23 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
24 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
25 of action or right herein released and discharged.

26 31. Release of Released Class Claims by Participating Class Members. Upon the Effective
27 Date and full funding of the Gross Settlement Amount, Plaintiff and all Participating Class Members
28 (i.e., Class Members who do not submit a valid and timely Request for Exclusion), on behalf of

1 themselves and their respective former and present representatives, agents, attorneys, heirs,
2 administrators, successors, and assigns, will be deemed to have fully, finally and forever released,
3 settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims
4 they may have or had during the Class Period. Participating Class Members do not release any other
5 claims based on facts occurring outside the Class Period.

6 32. Release of Released PAGA Claims by Aggrieved Employees. Upon the Effective Date
7 and full funding of the Gross Settlement Amount, Plaintiff, the State of California, and all Aggrieved
8 Employees will be deemed to have fully, finally and forever released, settled, compromised,
9 relinquished, and discharged the Released Parties of all Released PAGA Claims they may have or had
10 during the PAGA Period. Plaintiff and Aggrieved Employees may not be excluded from the Released
11 PAGA Claims against Defendants and the Released Parties. Aggrieved Employees do not release any
12 other claims based on facts occurring outside the PAGA Period.

13 33. General Release of Claims by Plaintiff. In addition, upon the Effective Date and full
14 funding of the Gross Settlement Amount, Plaintiff will be deemed to have fully released, settled,
15 compromised, relinquished, and discharged the Released Parties of and from all claims arising from
16 Plaintiff's employment with Defendants, separation of employment from Defendants, and any acts that
17 have or could have been asserted in any legal action or proceeding against Defendants, whether known or
18 unknown, arising under any federal, state, or local law, or statute, including, *inter alia*, those arising under
19 the California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the
20 Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act,
21 California Corporations Code, California Business and Professions Code, California Fair Employment
22 and Housing Act, California Constitution (all as amended), and law of contract and tort, as well as for
23 discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other employment
24 compensation, emotional distress, medical expenses, other economic and non-economic damages,
25 attorney fees, and costs, arising on or before the date on which the Settlement is executed. With respect
26 to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and
27 all rights and benefits available under California Civil Code Section 1542, which provides:

28 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR

1 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
2 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
3 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

4 Plaintiff understands and agrees that claims or facts in addition to or different from those which are now
5 known or believed by him to exist may hereafter be discovered. It is Plaintiff's intention to settle fully
6 and release all claims he now has against the Released Parties, whether known or unknown, suspected or
7 unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for
8 workers' compensation benefits, claims for unemployment benefits, or other claims that may not be
released by law.

9 34. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

10 Upon full execution of this Settlement Agreement, Plaintiff shall promptly obtain a mutually-available
11 hearing date for Plaintiff's Motion for Preliminary Approval of the Settlement, which Plaintiff and Class
12 Counsel will be responsible for drafting, and submit this Settlement Agreement to the Court in support
13 of said motion and also submit this Settlement Agreement to the LWDA. Five days prior to filing, Class
14 Counsel will provide Defendants' counsel with a draft of the proposed order granting preliminary
15 approval of the settlement. Defendants agree not to oppose the motion consistent with this Settlement
16 Agreement. Said motion shall apply to the Court for the entry of an order ("Preliminary Approval
17 Order"), which shall be mutually agreed upon by the Parties, seeking the following:

- 18 a. Conditionally certifying the class for settlement purposes only;
- 19 b. Granting Preliminary Approval of the Settlement;
- 20 c. Preliminarily appointing Plaintiff as Class Representative;
- 21 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 22 e. Appointing ILYM Group, Inc. as the Settlement Administrator;
- 23 f. Approving, as to form and content, the mutually-agreed upon and proposed
24 Notice and directing its mailing to the Class by First Class U.S. Mail;
- 25 g. Approving the manner and method for Class Members to request exclusion from
26 the Class Settlement, Class Members and Aggrieved Employees to dispute the number of Workweeks
27 and/or PAGA Pay Periods credited to them, or Class Members to object to the Class Settlement as
28 contained herein and within the Notice; and

1 h. Scheduling a Final Approval Hearing at which the Court will determine whether
2 the Settlement should be finally approved as fair, reasonable, and adequate as to the Participating Class
3 Members.

4 35. Duties of the Parties With Respect to Obtaining Final Approval of the Settlement. After
5 the Response Deadline, and with the Court's permission, a Final Approval Hearing will be conducted
6 to determine whether Final Approval of the Settlement should be granted, along with the amounts
7 properly payable for (a) Individual Settlement Payments; (b) LWDA Payment; (c) Individual PAGA
8 Payments; (d) Attorneys' Fees and Costs; (e) Class Representative Service Award; and (f) Settlement
9 Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar
10 days after the Response Deadline. Plaintiff and Class Counsel will be responsible for drafting the
11 motion seeking Final Approval of the Settlement. Five days prior to filing, Class Counsel will provide
12 Defendants' counsel a draft of the proposed order granting final approval of the settlement and
13 judgment. By way of said motion, Plaintiff will apply for the entry of the mutually-agreed upon proposed
14 order and judgment ("Final Approval Order and Judgment"), which will provide for, in substantial part,
15 the following:

16 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
17 consummation of its terms and provisions;

18 b. Certifying the class for settlement purposes;

19 c. Awarding Attorneys' Fees and Costs to Class Counsel;

20 d. Awarding a Class Representative Service Award to Plaintiff;

21 e. Awarding Settlement Administration Costs to Settlement Administrator;

22 f. Directing Defendants to fund all amounts due under the Settlement Agreement
23 and ordered by the Court; and

24 g. Entering judgment in the Action, while maintaining continuing jurisdiction, in
25 conformity with California Rules of Court 3.769 and the Settlement Agreement.

26 36. Termination or Revocation of Settlement.

27 a. If five percent (5%) or more of the Class Members submit timely and valid
28 Requests for Exclusion, Defendants may elect to rescind the Settlement Agreement by providing written

1 notice of exercising its right of rescission, to Class Counsel and to the Settlement Administrator within
2 fourteen (14) calendar days after the Settlement Administrator provides a final count or report of Requests
3 for Exclusion from the Settlement. If Defendants exercises this option, Defendants shall pay any costs of
4 settlement administration owed to the Settlement Administrator incurred up to that date.

5 37. Effects of Termination of the Settlement. Termination of the Settlement Agreement shall
6 have the following effects:

7 a. The Settlement Agreement shall be void and shall have no force or effect, and no
8 Party shall be bound by any of its terms;

9 b. In the event the Settlement Agreement is terminated, Defendants shall have no
10 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating
11 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
12 Administrator is notified that the Settlement has been terminated;

13 c. The Preliminary Approval Order, Final Approval Order and Judgment, including
14 any order certifying the class, shall be vacated;

15 d. The Settlement Agreement and all negotiations, statements and proceedings
16 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored
17 to their respective positions in the Actions prior to the execution of the Settlement Agreement;

18 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
19 statements, or filings in furtherance of the Settlement (including all matters associated with the mediation)
20 shall be admissible or offered into evidence in the Actions or any other action for any purpose whatsoever;
21 and

22 f. Any documents generated to bring the Settlement into effect, will be null and
23 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
24 likewise be treated as void from the beginning; and

25 g. The Parties shall request that the Court reopen proceedings within thirty (30)
26 calendar days.

27 38. Escalator Clause. Defendants represent that there are no more than 11,175 Workweeks
28 worked in the Class Period. The Parties agree there is a 10% margin of error. In the event

1 the number of Workweeks worked increases by more than 10%, then Defendants can
2 either (a) increase the Gross Settlement Amount proportionally by the Workweeks worked in excess of
3 12,293 Workweeks (e.g., if the total number of Workweeks is 12% higher than 11,175, the GSA
4 will increase by 2%), or (b) end the Class Period and PAGA Period on a date when there are no more
5 than 12,293 Workweeks worked by Class Members. If Defendants elect to end the Class Period and
6 PAGA Period pursuant to this Paragraph, it must notify Class Counsel and the Settlement Administrator
7 of such decision at least three (3) business days prior to the mailing of the Notice so that the Notice can
8 be revised to include the accurate terms of the Settlement.

9 39. Continued Jurisdiction. After entry of judgment pursuant to the Settlement, the Court
10 will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section
11 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and
12 enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-
13 judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

14 40. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
15 terms set forth in any attached exhibits, which are incorporated by this reference as though fully set
16 forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

17 41. Entire Agreement. Upon full execution of this Settlement Agreement by the Parties, this
18 Settlement Agreement and any attached exhibits constitute the entirety of the Parties' settlement terms,
19 and no other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.
20 The Parties expressly recognize California Civil Code § 1625 and California Code of Civil Procedure §
21 1856(a), which provide that a written agreement is to be construed according to its terms and may not
22 be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or
23 written representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

24 42. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the
25 Action, except such proceedings necessary to implement and complete the Settlement Agreement,
26 pending the Final Approval Hearing to be conducted by the Court.

27 43. Waiver and Amendment. The Parties may not waive, amend, or modify any provision of
28 this Settlement Agreement except by written agreement signed by counsel for all Parties, and subject to

any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

44. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under state or federal law.

45. Signatories. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each Participating Class Member execute this Settlement Agreement. The Notice will advise all Class Members of the binding nature of the release and contemplated judgment as to the Participating Class Members, and the release shall have the same force and effect as if this Settlement Agreement were executed by each Participating Class Member.

46. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

47. California Law Governs. All terms of this Settlement Agreement and attached exhibits hereto will be governed by and interpreted according to the laws of the State of California.

48. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned copies of the signature page, will be deemed to be one and the same instrument.

49. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived at this settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each

1 represented by competent counsel and that they have had an opportunity to consult with their counsel
2 regarding the fairness and reasonableness of this Settlement Agreement. In addition, the Mediator may
3 execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court
4 may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement
5 is objectively fair and reasonable.

6 50. Invalidity of Any Provision. Before declaring any provision of this Settlement
7 Agreement invalid, the Court will first attempt to construe the provision as valid and enforceable to the
8 fullest extent possible consistent with applicable precedents so as to define all provisions of this
9 Settlement Agreement valid and enforceable.

10 51. Plaintiff's Waiver of Right to Be Excluded. Plaintiff agrees to sign this Settlement
11 Agreement and, by signing this Settlement Agreement, is hereby bound by the terms herein.

12 52. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve
13 the dispute that has arisen between them and to avoid the burden, expense, and risk of continued
14 litigation. In entering into this Settlement Agreement, Defendants do not admit, and specifically deny,
15 that it has violated any state, federal, or local law; violated any regulations or guidelines promulgated
16 pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any
17 contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in
18 any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any
19 of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an
20 admission or concession by Defendants of any such violations or failures to comply with any applicable
21 law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this
22 Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any
23 action or proceeding to establish any liability or admission on the part of Defendants or to establish the
24 existence of any condition constituting a violation of, or a non-compliance with state, federal, local or
25 other applicable law.

26 53. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted
27 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
28 provisions of this Settlement Agreement.

1 54. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
2 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
3 more strictly against one party than another merely by virtue of the fact that it may have been prepared
4 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
5 between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

6 55. Representation By Counsel. The Parties acknowledge that they have been represented
7 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
8 that this Settlement Agreement has been executed with the consent and advice of counsel and reviewed
9 in full.

10 56. All Terms Subject to Court Approval. All amounts and procedures described in this
11 Settlement Agreement herein will be subject to Court approval.

12 57. Notices. All notices, demands, and other communications to be provided to counsel for
13 the Parties concerning this Settlement Agreement shall be in writing and delivered by overnight mail at
14 the addresses set forth below, or such other addresses as either Party may designate in writing from time
15 to time:

16 To Plaintiff and Class Counsel:

17 Arby Aiwarzian, Esq.
18 Joanna Ghosh, Esq.
19 Vartan Madoyan, Esq.
20 Scarlet Tunney, Esq.
21 **LAWYERS for JUSTICE, PC**
22 450 North Brand Boulevard, Suite 900
23 Glendale, California 91203

24 To Defendant:

25 Linh T. Hua, Esq.
26 Ashley N. Batiste, Esq.
27 **GORDON REES SCULLY MANSUKHANI, LLP**
28 633 West 5th Street, 52nd Floor
 Los Angeles, California 90071

29 58. Final Approval Order and Judgment. The Parties shall provide the Settlement
30 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
31 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
32 sixty (60) calendar days. No individualized notice to the Class will be required.

33 59. Cooperation and Execution of Necessary Documents. All Parties and their counsel will
34 cooperate with each other in good faith and use their best efforts to implement the Settlement, including
35 and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of
36 this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any

document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

60. Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

61. Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data and List provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.

62. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendants:

IT IS SO AGREED.

PLAINTIFF FREDERICK PEREGOY

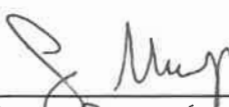
Dated: 07/24/2025

Electronically Signed
2025-07-24 15:14:54 UTC - 85.7.144.148
w0424261-2250-4854-8222-031301854734

Frederick Peregoy, Plaintiff

**DEFENDANTS KELLER DRILLING, INC.,
KELLER GROUP, PLC, KELLER FOUNDATIONS,
LLC, KELLER MANAGEMENT SERVICES, LLC,
HAYWARD BAKER, INC., AND KELLER NORTH
AMERICA, INC.**

1 Dated: 7/10/25


Full Name: Sopnia Murray
Title: Corporate Counsel
On behalf of Keller Drilling, Inc., Keller Group, PLC,
Keller Foundations, LLC, Keller Management Services,
LLC, Hayward Baker, Inc., and Keller North America,
Inc., Defendants

6 **APPROVED AS TO FORM:**

7 **LAWYERS for JUSTICE, PC**

9 Dated: July 24, 2025


Arby Aiwarzian
Joanna Ghosh
Vartan Madoyan
Scarlet Tunney
Attorneys for Plaintiff and Proposed Class Counsel

13 **GORDON REES SCULLY MANSUKHANI, LLP**

15 Dated: July 11, 2025

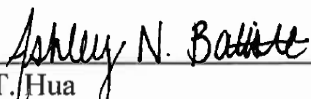

Linh T. Hua
Ashley N. Batiste
Attorneys for Defendants

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.**