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Attorneys for Plaintiff, the Proposed Class, and all aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

RICHARD MICHAEL DE LA RIVA, an
individual, on behalf of himself, all others
similarly situated, and on behalf of the State
of California, as a private attorney general,

PLAINTIFF,

v.

CIRKS CONSTRUCTION, INC. DBA KDC
CONSTRUCTION, KDC SERVICE AND
MAINTENANCE; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

CASE NO. 30-2023-01339825-CU-OE-CXC

[Case Assigned for All Purposes to Hon.
Melissa R. McCormick in Dept. 104]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: October 16, 2025

Time: 2:00 P.M.

Dept.: CX-105

Reservation Number: 74637252

Complaint Filed: July 31, 2023

FAC Filed: February 6, 2025

Trial Date: None Set

1 The Motion for Preliminary Approval of the Class Settlement came before this Court on
2 _____, the Honorable Melissa R. McCormick, presiding. The Court, having
3 considered the papers submitted in support of the motion of the parties, **HEREBY ORDERS THE**
4 **FOLLOWING:**

5 1. The Court grants preliminary approval of the proposed settlement based upon the
6 terms set forth in the Class Action and PAGA Settlement Agreement (“Agreement” or
7 “Settlement”) filed herewith. The Agreement appears to be fair, adequate, and reasonable to the
8 Class. The Court finds that: (a) the Agreement resulted from extensive arm’s length negotiations;
9 and (b) the Agreement is sufficient to warrant notice of the Agreement to persons in the Class and
10 a full hearing regarding final approval of the Agreement.

11 2. For purposes of this Order, the proposed Class is defined as follows:

12 “All non-exempt employees who are employed or have been
13 employed as service technicians by Cirks Construction, Inc. dba
14 KDC Construction, KDC Service and Maintenance, in the State of
15 California who worked one or more pay periods from May 26, 2022
16 to March 3, 2025” (“Proposed Class”)

17 3. The Class Period is May 26, 2022 to March 3, 2025.

18 4. For purposes of this Order, the Aggrieved Employees are defined as follows:

19 “All non-exempt employees who are employed or have been
20 employed by Cirks Construction, Inc. dba KDC Construction, KDC
21 Service and Maintenance, in the State of California who worked one
22 or more pay periods since one (1) year prior to the date of Plaintiffs
23 notice letter to the Labor & Workforce Development Agency
24 (“LWDA”) and continuing to the present” (“Aggrieved
25 Employees”)

26 5. The PAGA Period is May 26, 2022 to March 3, 2025.

27 6. The Agreement falls within the range of reasonableness and appears to be
28 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
and final approval by this Court.

7. The Court makes the following preliminary findings for settlement purposes only:

A. The Class, which consists of approximately 80 persons, is so numerous that
joinder of all members is impracticable;

B. There appear to be questions of law or fact common to the Class for purposes

of determining whether this Settlement should be approved;

C. Plaintiff's claims appear to be typical of the claims being resolved through the proposed settlement;

D. Plaintiff appears to be capable of fairly and adequately protecting the interests of the Class Members in connection with the proposed settlement;

E. Common questions of law and fact appear to predominate over questions affecting only individual persons in the settlement Class. Accordingly, the settlement Class appears to be sufficiently cohesive to warrant settlement by representation; and

F. Certification of the Class appears to be superior to other available methods for the fair and efficient resolution of the claims of the Class.

8. The Court approves, as to form and content, the Notice of Class Action Settlement to Class Members in substantially the form attached to the Agreement as Exhibit "A".

9. The Court approves the procedure for Class Members to opt out to the Agreement as set forth in the Agreement and the Notice of Class Action Settlement.

10. The Court approves the procedure for Class Members to object to the Agreement as set forth in the Agreement and the Notice of Class Action Settlement.

11. The Court directs the mailing of the Notice of Class Action Settlement and related documents to members of the Class by first class mail in accordance with the Agreement and the implementation schedule set forth below. The Court finds that the dates selected for the mailing and distribution of the notice, as set forth in the following implementation schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

12. It is ordered that the Settlement Class is preliminarily certified for settlement purposes only.

13. The Court confirms Eric B. Kingsley and Kelsey M. Szamet of KINGSLEY SZAMET EMPLOYMENT LAWYERS as Class Counsel.

14. The Court confirms Richard Michael De La Riva as Class Representative.

15. The Court approves Phoenix Class Action Administration Solutions as the Administrator.

1 16. The Court orders that pursuant to the California Private Attorneys General Act,
2 Labor Code §§ 2698, et seq. (“PAGA”), statutory notice of this Agreement has been and will
3 continue to be given to the Labor & Workforce Development Agency.

4 17. A final fairness hearing on the question of whether the proposed Agreement,
5 attorneys’ fees and costs to Class Counsel, the PAGA payment, and the claims administration costs
6 should be finally approved as fair, adequate, and reasonable as to the members of the Class is
7 scheduled for _____ at _____ (Pacific Time), in Department CX-105.

8 18. The Court orders the following Implementation Schedule for further proceedings:

10	a.	Preliminary Approval Granted	_____
11	b.	Deadline for Defendant to Provide Class Members’ Information to Administrator	15 calendar days from Entry of Preliminary Approval
13	c.	Administrator Shall Mail Notice to Class Members	14 calendar days from receipt of the Class List from Defendant
15	d.	Deadline for Postmark of Any Request for Exclusion	60 Days from Mailing of Notices
17	e.	Deadline for Postmark of Any Objection	60 Days from Mailing of Notices
18	f.	Deadline for Class Counsel to file Motion for Final Approval of Class Settlement	To be determined by the Court
20	g.	Deadline for Class Counsel to file Motion for Attorneys’ Fees	To be determined by the Court
22	h.	Final Approval Hearing	_____

25 19. IT IS FURTHER ORDERED that if the Court does not execute and file an Order
26 of Final Approval and Judgment, or if the Effective Date of Settlement, as defined in the
27 “Agreement, does not occur for any reason, the Agreement and the proposed Settlement that is the
28 subject of this Order shall become null, void, unenforceable and inadmissible in any judicial,

1 administrative or arbitral proceeding for any purpose, and all evidence, court orders and
2 proceedings had in connection therewith, shall be without prejudice to the status quo ante rights
3 of the Parties to the litigation, as more specifically set forth in the (“Agreement.

4 20. IT IS FURTHER ORDERED that, pending further Order of this Court, all
5 proceedings in this matter except those contemplated herein and in the Agreement are hereby
6 stayed.

7 21. The Court expressly reserves the right to adjourn or continue the Final Fairness
8 Hearing from time to time without further notice to members of the Class.

9
10 **DATED:** _____

JUDGE OF THE SUPERIOR COURT

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On August 18, 2025, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

David L. Cheng
dcheng@fordharrison.com
Min K. Kim
mkim@fordharrison.com
FORD & HARRISON LLP
350 S. Grand Avenue, Suite 2300
Los Angeles, CA 90071
Attorneys for Defendant

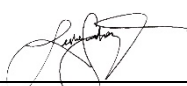
Emil Davtyan
emil@d.law
D.LAW, INC.
400 N. Brand Blvd, 7th Floor
Glendale, CA 91203
Attorneys for Plaintiff

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/432>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] BY ELECTRONIC MAIL TRANSMISSION: I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

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

Executed on August 18, 2025, at Chino, California.



Leslie Sanchez