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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

RICHARD MICHAEL DE LA RIVA, an individual, on behalf of himself and 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. CX-105]

THIRD SUPPLEMENTAL DECLARATION OF KELSEY M. SZAMET IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

[Filed concurrently with [Proposed] Second Amended Order Thereon]

Date: November 12, 2026
Time: 2:00 PM
Dept.: CX-105
Reservation Number: 74637252

Complaint Filed: July 31, 2023
Trial Date: None Set

THIRD SUPPLEMENTAL DECLARATION OF KELSEY M. SZAMET

I, Kelsey M. Szamet, state and declare as follows:

1. I am an attorney admitted before all courts of the State of California and a partner in the law firm of Kingsley Szamet Employment Lawyers, counsel of record for Plaintiff in this action. I am completely familiar with the present litigation, including the pleadings, discovery, and filings submitted in this matter. I make this third supplemental Declaration from my own personal knowledge, and, if called upon, I could and would competently testify to the following.

2. I graduated cum laude from the University of California, San Diego in 2004 with a degree in Human Development. I graduated from the University of California, Los Angeles School of Law in 2008. I am admitted to practice before the following Courts: United States Supreme Court; United States District Court, Northern, Eastern, Southern and Central of California; all California State Courts.

3. I make this Third Supplemental Declaration in support of Plaintiff's Motion for Preliminary Approval of the Class Action Settlement in the above-captioned case and in response to the Court's July 16, 2026 tentative ruling, which continued the Motion for Preliminary Approval hearing to November 12, 2026 and ordered the Parties to address various points.

THE COURT'S TENTATIVE RULING

4. The Parties used the Los Angeles Superior Court's Class and PAGA Model Agreement for this settlement.

5. The Court's March 12, 2026 tentative ruling asked Plaintiff to submit the LWDA notice letter, the fully executed amendment to the settlement agreement, Plaintiff's individual settlement agreement, and invoices substantiating costs. Those materials were submitted with my Second Supplemental Declaration (Exhibits "1" through "5"), which is on file with the Court and incorporated here by reference.

AMENDED CLASS NOTICE

6. Pursuant to the Court's July 16, 2026 tentative ruling, the Parties revised the Class Notice and the attached objection and exclusion forms to address items 1(a) through 1(h) of the tentative ruling. Specifically: (a) the effective dates of the Participating Class Members' Release

and the Aggrieved Employees' PAGA Release in Sections 3(9) and 3(10) now match each other and Paragraph 5 of the Agreement; (b) the paraphrased releases in Sections 3(9) and 3(10) were removed; (c) the placeholders in Section 7 were completed; (d) the last two bolded sentences of the second paragraph of the objection form were removed; and (e) the methods of transmitting the objection form and the exclusion form now match the Agreement. A true and correct redlined copy of the revised Class Notice Packet, comparing it to the version submitted with my Second Supplemental Declaration, is attached hereto as Exhibit "1". A true and correct copy of the final revised Class Notice Packet is attached hereto as Exhibit "2".

7. In paragraph 2 of the Court's July 16, 2026 tentative ruling, the Court noted that a certified copy of the Spanish-language notice was not attached to the proposed order. Attached hereto as Exhibit "3" is a true and correct copy of the certified Spanish translation of the final revised Class Notice Packet, together with the translator's certification. A copy is also attached as an exhibit to the [Proposed] Second Amended Order.

SECOND AMENDED PROPOSED ORDER

8. In paragraph 3 of the Court's July 16, 2026 tentative ruling, the Court stated that the proposed final approval hearing date should be stated in the proposed order. The Parties previously proposed December 17, 2026, but that date would now be too soon even if the notice went out the day of the November 12, 2026 continued preliminary approval hearing. Therefore, the Parties propose March 11, 2027 at 2:00 p.m. in Department CX-105 as the date for the Final Approval Hearing, and that date appears in the [Proposed] Second Amended Order.

9. Pursuant to the Court's July 16, 2026 tentative ruling, Plaintiff revised the proposed order to state the proposed final approval hearing date and attached a certified copy of the notice in Spanish.

SUBMISSION TO THE LABOR WORKFORCE DEVELOPMENT AGENCY

10. As indicated on the Proof of Service, this third supplemental declaration, the supplemental brief, the revised Class Notice Packet, the [Proposed] Second Amended Order, and all other concurrently filed supporting documents were uploaded to the Labor and Workforce Development Agency's ("LWDA") website on the date these documents were filed. Proof of

submission and a copy of the email from the LWDA confirming receipt are attached hereto as Exhibit "5".

11. In its July 16, 2026 tentative ruling, the Court also ordered Plaintiff to provide notice of the ruling, including to the LWDA, and to file a proof of service.

EXHIBITS

1. Attached hereto as **Exhibit "1"** is a true and correct redlined copy of the revised Class Notice Packet (Notice, Objection Form, and Request for Exclusion Form), comparing it to the version previously submitted.

2. Attached hereto as **Exhibit "2"** is a true and correct copy of the final revised Class Notice Packet.

3. Attached hereto as **Exhibit "3"** is a true and correct copy of the certified Spanish translation of the final revised Class Notice Packet, together with the translator's certification.

4. Attached hereto as **Exhibit "4"** is a true and correct redlined copy of the [Proposed] Second Amended Order Granting Preliminary Approval of Class Action and PAGA Settlement, comparing it to the proposed order previously submitted.

5. Attached hereto as **Exhibit "5"** is a true and correct copy of the proof of submission of this third supplemental declaration and all related documents to the LWDA, and the email from the LWDA confirming receipt.

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

This Declaration was executed this 29th day of October, 2026, in Pasadena, California.

Kelsey M. Szamet

EXHIBIT "1"

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

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, Orange County Superior Court Case No. 30-2023-01339825-CU-OE-CXC

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action and PAGA lawsuit ("Action") against CIRKS CONSTRUCTION, INC. DBA KDC CONSTRUCTION, KDC SERVICE AND MAINTENANCE ("Defendant" or "Cirks" is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former Cirks employee Richard Michael De La Riva ("Plaintiff") and seeks payment of back wages and other relief for a class of non-exempt employees who are employed or have been employed as service technicians by Cirks Construction, Inc. dba KDC Construction, KDC Service and Maintenance, in the State of California who worked one or more pay periods from May 26, 2022 to March 3, 2025. ("Proposed Class").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $_____ (less withholding) and your Individual PAGA Payment is estimated to be $_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Cirks during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

CIRKS CONSTRUCTION, INC. DBA KDC CONSTRUCTION, KDC SERVICE AND MAINTENANCE will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is [date]**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You

Written Objections Must be Submitted by [date]	are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section **7** of this Notice.
You Can Participate in the [date] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [date]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by [date]**	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [date]. See Section **4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Cirks employee. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Kingsley Szamet Employment Lawyers ("Class Counsel.")

Defendant denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to

settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay $270,000 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 15 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

    A. Up to $94,500.00 (35% of the Gross Settlement to Class Counsel for attorneys' fees and up to $42,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

    B. Up to $7,500.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

    C. Up to $6,500.00 to the Administrator for services administering the Settlement.

    D. Up to $13,500.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

    Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in

amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest, etc. ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

   Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Unclaimed Property Fund, you should consult the Fund (https://claimit.ca.gov/) for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [date], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [date] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

   You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After Defendant has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

   The Participating Class Members will be bound by the following release:

   > All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint including: (1) failure to pay wages and/or overtime under Labor Code §§ 510, 1194, 1194.2, and 1199; (2) failure to provide compliant meal breaks pursuant to Labor Code §§ 226.7 and 512; (3) failure to provide rest breaks pursuant to Labor Code § 226.7; (4) failure to reimburse expenses pursuant to Labor Code § 2802; (5) failure to issue accurate itemized wage statements pursuant to Labor Code section 226(a); (6) penalties under Labor Code §203; and (7) failure to provide a day of rest pursuant to Labor Code § 551. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement. All Aggrieved Employees will be bound by the PAGA release approved by the Court, regardless of whether they cash or deposit the Individual PAGA Payment check.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice for alleged violations of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 551, 1194, 1194.2 1199, 2802.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $3,375.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until [date] to challenge the number of Workweeks and/or Pay Periods credited to you. You may submit your challenge by signing and sending a letter by mail postmarked by **[date]**, by fax, or by email. Section 9 of the Notice has the Administrator's contact information. Section 9 of this Notice has the Administrator's contact information.

   You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator has the authority to address and make decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods, however, (i) the Parties shall file with the court all disputes submitted by class members, the evidence submitted, and the resolution of the disputes, and (ii) although the Administrator may make the initial decision regarding claim disputes, the court may review any decision made by the Administrator regarding a claim dispute.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

   Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Richard Michael De La Riva, v. Cirks Construction, Inc. dba KDC Construction, KDC Service and Maintenance*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [date], or it will be invalid.** You may submit your written and signed request for exclusion by mail postmarked by **[date]**, by fax, or by email. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least [insert] days before the [date] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website de-la-riva-v-cirks-construction.phoenixcases.com ~~[need details]~~ or the Court's website https://www.occourts.org/online-services/case-access/civil-case-access**.**

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written**

objections to the Administrator is [date]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Richard Michael De La Riva, v. Cirks Construction, Inc. dba KDC Construction, KDC Service and Maintenance* and include your name, current address, telephone number, and approximate dates of employment for Cirks and sign the objection. You may submit your written objection by mail postmarked by **[date]**, by fax, or by email. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [date] at [time] in Department CX-105 of the Orange County Superior Court, located at 751 W Santa Ana Blvd, Santa Ana, CA 97701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. You can attend (or hire a lawyer to attend) either personally or virtually via Zoom (https://www.occourts.org/civil-remote-hearings/. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website de-la-riva-v-cirks-construction.phoenixcases.com ~~[www.etc.]~~ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The Administrator will maintain a case-specific website at de-la-riva-v-cirks-construction.phoenixcases.com ~~XX~~ where Class Members will review settlement documents. The website will include, among other materials, the operative complaint, the PAGA notice letter(s) submitted to the Labor and Workforce Development Agency (LWDA), the Settlement Agreement and any amendments, the Class Notice and any included forms, the Court's orders granting preliminary and final approval of the Settlement, and the Judgment. The Judgment will remain posted on the website for at least one hundred eighty (180) days following entry. The alternative way to read the Agreement, the Judgment or any other Settlement documents is to go to Orange County Superior Court's website at https://www.occourts.org/online-services/case-access. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Orange County Superior Court website by going to (https://www.occourts.org/online-services/case-access) and entering the Case Number for the Action, Case No. 30-2023-01339825-CU-OE-CXC.

Class Counsel:

KINGSLEY SZAMET EMPLOYMENT LAWYERSEric B. Kingsley

Kelsey M. Szamet
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Tel: (818)990-8300

Settlement Administrator: Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email:
notice@phoenixclassaction.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund (https://claimit.ca.gov/) for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

«PSA_ID»
«Pre_Sort_Tray_ID»
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OBJECTION TO SETTLEMENT

Only complete this Objection To Settlement form if you want to object to the settlement of the action known as *Richard Michael De La Riva v. Cirks Construction, Inc. dba KDC Construction, KDC Service and Maintenance,* filed in Orange County Superior Court, Case No. 30-2023-01339825-CU-OE-CXC

IF YOU OBJECT TO THE SETTLEMENT, AND YOUR OBJECTION IS OVERRULED, YOU WILL BE INCLUDED AS PART OF THE SETTLEMENT AND HAVE YOUR PERTINENT CLAIMS RELEASED.

I confirm that I worked for Cirks Construction, Inc. dba KDC Construction, KDC Service and Maintenance, in the State of California as an hourly-paid employee at some point between the period of May 26, 2022 to March 3, 2025.

I wish to object to the settlement reached in the *Richard Michael De La Riva v. Cirks Construction, Inc. dba KDC Construction, KDC Service and Maintenance,* matter. The nature and basis for the objection are as follows:

_____

_____

_____

_____

_____

_____

_____

Print Full Name:_____

Last Four Digits of Your Social Security Number: _____

Residence Street Address:_____

City, State and Zip Code:_____

Signature:_____Date: _____

IN ORDER TO BE VALID, THIS OBJECTION FORM MUST BE COMPLETED, SIGNED, AND EITHER MAILED (POSTMARKED), FAXED, OR EMAILED ON OR BEFORE –**[DATE]**. Send this signed objection form to the Settlement Administrator at:

Richard Michael De La Riva v. Cirks Construction, Inc. dba KDC Construction, KDC Service and Maintenance.
Settlement
c/o Phoenix Class Action Settlement Administration
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949)209-2503
Email: notice@phoenixclassaction.com

«PSA_ID»
«Pre_Sort_Tray_ID»
«Pre_Sort_Order»

OBJECIÓN AL ACUERDO

Solo complete este formulario de Objeción al Acuerdo si desea objetar el Acuerdo de la acción conocida como *Richard Michael De La Riva v. Cirks Construction, Inc. dba KDC Construction, KDC Service and Maintenance,* presentada en el Tribunal Superior del Condado de Orange, Caso N.º 30-2023-01339825-CU-OE-CXC 9.

SI OBJETA EL ACUERDO Y SU OBJECIÓN ES DENEGADA, USTED SERÁ INCLUIDO COMO PARTE DEL ACUERDO Y SE EXONERARÁN SUS RECLAMACIONES PERTINENTES.

Confirmo que trabajé para ~~Richard Michael De La Riva v.~~ Cirks Construction, Inc. dba KDC Construction, KDC Service and Maintenance~~,~~ en el estado de California como empleado remunerado por horas en algún momento entre el 26 de mayo de 2022 al 3 de marzo de 2025~~2 de octubre de 2019 y el 24 de diciembre de 2024~~.

Deseo objetar el Acuerdo alcanzado en el asunto *Richard Michael De La Riva v. Cirks Construction, Inc. dba KDC Construction, KDC Service and Maintenance*. La naturaleza y el fundamento de la objeción son los siguientes:

_____
_____
_____
_____
_____
_____
_____

Nombre completo en letra de imprenta:_____

Cuatro últimos dígitos de su número de la Seguridad Social: _____

Ciudad, estado y código postal: _____

Firma:_____Fecha: _____

PARA QUE SEA VÁLIDO, ESTE FORMULARIO DE OBJECIÓN DEBE COMPLETARSE, FIRMARSE Y ENVIARSE YA SEA POR CORREO (CON MATASELLOS), POR FAX O POR CORREO ELECTRÓNICO, A MÁS TARDAR EL **[DATE]**. Envíe este formulario de objeción firmado al Administrador del Acuerdo a:

Richard Michael De La Riva v. Cirks Construction, Inc. dba KDC
Construction, KDC Service and Maintenance.
Acuerdo
c/o Phoenix Class Action Settlement Administration
P.O. Box 7208
Orange, CA 92863
Teléfono: (800) 523-5773
Fax: (949)209-2503
Correo electrónico: notice@phoenixclassaction.com

«PSA_ID»
«Pre_Sort_Tray_ID»
«Pre_Sort_Order»

REQUEST FOR EXCLUSION

Only complete this Request For Exclusion form if you want to opt out of (not participate in) the settlement of the action known as *Richard Michael De La Riva v. Cirks Construction, Inc. dba KDC Construction, KDC Service and Maintenance,* filed in Orange County Superior Court, Case No. 30-2023-01339825-CU-OE-CXC.

IF YOU OPT OUT OF THE SETTLEMENT, YOU WILL NOT RECEIVE ANY PORTION OF THE CLASS ACTION SETTLEMENT AMOUNT. HOWEVER, EVEN IF YOU DO OPT-OUT, YOU WILL STILL RECEIVE YOUR PORTION OF THE PRIVATE ATTORNEYS' GENERAL ACT ("PAGA") SETTLEMENT AND BE BOUND BY THE PAGA RELEASE.

I confirm that I worked for ~~Richard Michael De La Riva v.~~ Cirks Construction, Inc. dba KDC Construction, KDC Service and Maintenance~~,~~ in the State of California as an hourly-paid employee at some point between the period of May 26, 2022 to March 3, 2025.

Please exclude me from the settlement class in the *Richard Michael De La Riva v. Cirks Construction, Inc. dba KDC Construction, KDC Service and Maintenance,* matter.

Print Name:_____

Your Address:_____

The last four digits of your Social Security Number: _____

Signature:_____ Date: _____

IN ORDER TO BE VALID, THIS REQUEST FOR EXCLUSION FORM MUST BE COMPLETED, SIGNED, AND EITHER MAILED (POSTMARKED), FAXED, OR EMAILED ON OR BEFORE **[DATE]**. Send this signed request for exclusion form to the Settlement Administrator at:

Richard Michael De La Riva v. Cirks Construction, Inc. dba KDC
Construction, KDC Service and Maintenance
c/o Phoenix Class Action Settlement Administration
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773

«PSA_ID»
«Pre_Sort_Tray_ID»
«Pre_Sort_Order»

SOLICITUD DE EXCLUSIÓN

Solo complete este formulario de Solicitud de exclusión si desea excluirse (no participar) del Acuerdo de la Demanda conocida como *Richard Michael De La Riva v. Cirks Construction, Inc. dba KDC Construction, KDC Service and Maintenance,* presentada en el Tribunal Superior del Condado de Orange, Caso N.º 30-2023-01339825-CU-OE-CX ~~CVRI2305219~~.

SI OPTA POR NO PARTICIPAR EN EL ACUERDO, NO RECIBIRÁ NINGUNA PARTE DEL IMPORTE DEL ACUERDO DE LA DEMANDA COLECTIVA. SIN EMBARGO, INCLUSO SI OPTA POR NO PARTICIPAR, SEGUIRÁ RECIBIENDO SU PARTE DEL ACUERDO DE LA LEY GENERAL DE ABOGADOS PRIVADOS ("PAGA") Y QUEDARÁ OBLIGADO POR LA RENUNCIA DE PAGA.

Confirmo que trabajé para ~~Richard Michael De La Riva v.~~ Cirks Construction, Inc. dba KDC Construction~~,~~ KDC Service and Maintenance~~,~~ en el estado de California como empleado remunerado por horas en algún momento entre el 26 de mayo de 2022 al 3 de marzo de 2025 ~~May 26, 2022 to March 3, 2025~~.

Por favor, exclúyanme del Acuerdo colectivo en el asunto *Richard Michael De La Riva v. Cirks Construction, Inc. dba KDC Construction, KDC Service and Maintenance*.

Su Dirección:_____

Los cuatro últimos dígitos de su número de la Seguridad Social: _____

Firma:_____ Fecha: _____

PARA QUE SEA VÁLIDO, ESTE FORMULARIO DE SOLICITUD DE EXCLUSIÓN DEBE COMPLETARSE, FIRMARSE Y ENVIARSE YA SEA POR CORREO (CON MATASELLOS), POR FAX O POR CORREO ELECTRÓNICO, A MÁS TARDAR EL **[DATE]** Envíe este formulario de solicitud de exclusión firmado al Administrador del Acuerdo a:

Richard Michael De La Riva v. Cirks Construction, Inc. dba KDC Construction, KDC Service and Maintenance
c/o Phoenix Class Action Settlement Administration
P.O. Box 7208
Orange, CA 92863
Teléfono: (800) 523-5773
Fax: (949) 209-2503
Correo electrónico: notice@phoenixclassaction.com

EXHIBIT "2"

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

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, Orange County Superior Court Case No. 30-2023-01339825-CU-OE-CXC

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action and PAGA lawsuit ("Action") against CIRKS CONSTRUCTION, INC. DBA KDC CONSTRUCTION, KDC SERVICE AND MAINTENANCE ("Defendant" or "Cirks") for alleged wage and hour violations. The Action was filed by a former Cirks employee Richard Michael De La Riva ("Plaintiff") and seeks payment of back wages and other relief for a class of non-exempt employees who are employed or have been employed as service technicians by Cirks Construction, Inc. dba KDC Construction, KDC Service and Maintenance, in the State of California who worked one or more pay periods from May 26, 2022 to March 3, 2025. ("Proposed Class").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $_____ (less withholding) and your Individual PAGA Payment is estimated to be $_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Cirks during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

CIRKS CONSTRUCTION, INC. DBA KDC CONSTRUCTION, KDC SERVICE AND MAINTENANCE will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is [date]**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You

Written Objections Must be Submitted by [date]	are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section **7** of this Notice.
You Can Participate in the [date] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [date]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by [date]**	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [date]. See Section **4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Cirks employee. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Kingsley Szamet Employment Lawyers ("Class Counsel.")

Defendant denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to

settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay $270,000 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 15 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

    A. Up to $81,000.00 (30% of the Gross Settlement to Class Counsel for attorneys' fees and up to $42,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

    B. Up to $5,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

    C. Up to $6,500.00 to the Administrator for services administering the Settlement.

    D. Up to $13,500.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

    Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in

amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest, etc. ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

   Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Unclaimed Property Fund, you should consult the Fund (https://claimit.ca.gov/) for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [date], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [date] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

   You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

Participating Class Members' Release. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Participating Class Members will be bound by the following release: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint including: (1) failure to pay wages and/or overtime under Labor Code §§ 510, 1194, 1194.2, and 1199; (2) failure to provide compliant meal breaks pursuant to Labor Code §§ 226.7 and 512; (3) failure to provide rest breaks pursuant to Labor Code § 226.7; (4) failure to reimburse expenses pursuant to Labor Code § 2802; (5) failure to issue accurate itemized wage statements pursuant to Labor Code section 226(a); (6) penalties under Labor Code §203; and (7) failure to provide a day of rest pursuant to Labor Code § 551. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

Aggrieved Employees' PAGA Release. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees, whether or not they exclude themselves from the Class Settlement, will be bound by the following release, regardless of whether they cash or deposit the Individual PAGA Payment check:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice for alleged violations of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 551, 1194, 1194.2 1199, 2802.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $3,375.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until [date] to challenge the number of Workweeks and/or Pay Periods credited to you. You may submit your challenge by signing and sending a letter by mail postmarked by **[date]**, by fax, or by email. Section 9 of the Notice has the Administrator's contact information..

   You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator has the authority to address and make decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods, however, (i) the Parties shall file with the court all disputes submitted by class members, the evidence submitted, and the resolution of the disputes, and (ii) although the Administrator may make the initial decision regarding claim disputes, the court may review any decision made by the Administrator regarding a claim dispute.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

   Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator

will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Richard Michael De La Riva, v. Cirks Construction, Inc. dba KDC Construction, KDC Service and Maintenance*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [date], or it will be invalid.** You may submit your written and signed request for exclusion by mail postmarked by **[date]**, by fax, or by email. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the [date] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website de-la-riva-v-cirks-construction.phoenixcases.com or the Court's website https://www.occourts.org/online-services/case-access/civil-case-access**.**

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [date].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Richard Michael De La Riva, v. Cirks Construction, Inc. dba KDC Construction, KDC Service and Maintenance* and include your name, current address, telephone number, and approximate dates of employment for Cirks and sign the objection. You may submit your written objection by mail postmarked by **[date]**, by fax, or by email. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [date] at [time] in Department

CX-105 of the Orange County Superior Court, located at 751 W Santa Ana Blvd, Santa Ana, CA 97701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. You can attend (or hire a lawyer to attend) either personally or virtually via Zoom (https://www.occourts.org/civil-remote-hearings/. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website de-la-riva-v-cirks-construction.phoenixcases.com beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The Administrator will maintain a case-specific website at de-la-riva-v-cirks-construction.phoenixcases.comwhere Class Members will review settlement documents. The website will include, among other materials, the operative complaint, the PAGA notice letter(s) submitted to the Labor and Workforce Development Agency (LWDA), the Settlement Agreement and any amendments, the Class Notice and any included forms, the Court's orders granting preliminary and final approval of the Settlement, and the Judgment. The Judgment will remain posted on the website for at least one hundred eighty (180) days following entry. The alternative way to read the Agreement, the Judgment or any other Settlement documents is to go to Orange County Superior Court's website at https://www.occourts.org/online-services/case-access. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Orange County Superior Court website by going to (https://www.occourts.org/online-services/case-access) and entering the Case Number for the Action, Case No. 30-2023-01339825-CU-OE-CXC.

Class Counsel:
KINGSLEY SZAMET EMPLOYMENT LAWYERS
Eric B. Kingsley
Kelsey M. Szamet
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Tel: (818)990-8300

Settlement Administrator: Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email:
notice@phoenixclassaction.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund (https://claimit.ca.gov/) for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

«PSA_ID»
«Pre_Sort_Tray_ID»
«Pre_Sort_Order»

OBJECTION TO SETTLEMENT

Only complete this Objection To Settlement form if you want to object to the settlement of the action known as *Richard Michael De La Riva v. Cirks Construction, Inc. dba KDC Construction, KDC Service and Maintenance,* filed in Orange County Superior Court, Case No. 30-2023-01339825-CU-OE-CXC

IF YOU OBJECT TO THE SETTLEMENT, AND YOUR OBJECTION IS OVERRULED, YOU WILL BE INCLUDED AS PART OF THE SETTLEMENT AND HAVE YOUR PERTINENT CLAIMS RELEASED.

I confirm that I worked for Cirks Construction, Inc. dba KDC Construction, KDC Service and Maintenance in the State of California as an hourly-paid employee at some point between the period of May 26, 2022 to March 3, 2025.

I wish to object to the settlement reached in the *Richard Michael De La Riva v. Cirks Construction, Inc. dba KDC Construction, KDC Service and Maintenance,* matter. The nature and basis for the objection are as follows:

_____
_____
_____
_____
_____
_____
_____

Print Full Name:_____

Last Four Digits of Your Social Security Number: _____

Residence Street Address:_____

City, State and Zip Code:_____

Signature:_____ Date: _____

IN ORDER TO BE VALID, THIS OBJECTION FORM MUST BE COMPLETED, SIGNED, AND EITHER MAILED (POSTMARKED), FAXED, OR EMAILED **[DATE]**. Send this signed objection form to the Settlement Administrator at:

Richard Michael De La Riva v. Cirks Construction, Inc. dba KDC
Construction, KDC Service and Maintenance.
Settlement
c/o Phoenix Class Action Settlement Administration
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949)209-2503
Email: notice@phoenixclassaction.com

«PSA_ID»
«Pre_Sort_Tray_ID»
«Pre_Sort_Order»

REQUEST FOR EXCLUSION

Only complete this Request For Exclusion form if you want to opt out of (not participate in) the settlement of the action known as *Richard Michael De La Riva v. Cirks Construction, Inc. dba KDC Construction, KDC Service and Maintenance,* filed in Orange County Superior Court, Case No. 30-2023-01339825-CU-OE-CXC.

IF YOU OPT OUT OF THE SETTLEMENT, YOU WILL NOT RECEIVE ANY PORTION OF THE CLASS ACTION SETTLEMENT AMOUNT. HOWEVER, EVEN IF YOU DO OPT-OUT, YOU WILL STILL RECEIVE YOUR PORTION OF THE PRIVATE ATTORNEYS' GENERAL ACT ("PAGA") SETTLEMENT AND BE BOUND BY THE PAGA RELEASE.

I confirm that I worked for Cirks Construction, Inc. dba KDC Construction, KDC Service and Maintenance in the State of California as an hourly-paid employee at some point between the period of May 26, 2022 to March 3, 2025.

Please exclude me from the settlement class in the *Richard Michael De La Riva v. Cirks Construction, Inc. dba KDC Construction, KDC Service and Maintenance,* matter.

Print Name:_____

Your Address:_____

The last four digits of your Social Security Number: _____

Signature:_____ Date: _____

IN ORDER TO BE VALID, THIS REQUEST FOR EXCLUSION FORM MUST BE COMPLETED, SIGNED, AND EITHER MAILED (POSTMARKED), FAXED, OR EMAILED ON OR BEFORE **[DATE]**. Send this signed request for exclusion form to the Settlement Administrator at:

Richard Michael De La Riva v. Cirks Construction, Inc. dba KDC
Construction, KDC Service and Maintenance
c/o Phoenix Class Action Settlement Administration
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773

EXHIBIT "3"

CONTACT INFO: 1-888-999-8628 EMAIL: INFO@TRANSAPTION.COM

Certification of Translation Accuracy

Translation of Legal Document from English to Spanish

As an authorized representative of Transaption, a professional translation services agency, I hereby certify that the above-mentioned document has been translated by an experienced, qualified, and competent professional translator, fluent in the above-mentioned language pair and that, in our best judgment, the translated text truly reflects the content, meaning, and style of the original text and constitutes in every respect a complete and accurate translation of the original document. This document has not been translated for a family member, friend, or business associate.

This is to certify the correctness of the translation only. We do not make any claims or guarantees about the authenticity or content of the original document. Further, Transaption assumes no liability for the way in which the translation is used by the customer or any third party, including end-users of the translation.

A copy of the translation is attached to this certification.

Translation reference to **DRAFT Revised Notice - Cirks Construction_CLEAN, PLAINTIFF, v.CIRKS CONSTRUCTION, INC. DBA KDC CONSTRUCTION, KDC SERVICE AND MAINTENANCE, Case No. 30-2023-01339825-CU-OE-CXC**

Order Date: October 23, 2026

Name: Christina Guerrero Harmon

ATA Member#: 487584

Signature: Christina Harmon

TRANSAPTION

3 Germay Drive, Unit 4, Suite A#9999, Wilmington, DE 19804. United States.

TRANSLATION CERTIFICATION

I, Christina Guerrero Harmon, a California ATA-Certified Spanish Translator (ATA Member ID: 487584), am competent to translate from English into Spanish, and have reviewed and edited the translation of to ***DRAFT Revised Notice - Cirks Construction_CLEAN*****,** in the case of *PLAINTIFF, v.CIRKS CONSTRUCTION, INC. DBA KDC CONSTRUCTION, KDC SERVICE AND MAINTENANCE* ***Case No.30-2023-01339825-CU-OE-CXC*** and certify that it is true and correct, to the best of my abilities.

I certify this in Santa Rosa, CA, on AUG 03, 2026

Christina Harmon

Christina Guerrero Harmon

10/23/2026

Date

Certification Credentials may be verified online at
https://www.atanet.org/member-directory/christina-guerrero-harmon/

NOTIFICACIÓN APROBADA POR EL TRIBUNAL SOBRE LA DEMANDA COLECTIVA Y EL ACUERDO PAGA, ASÍ COMO LA FECHA DE LA AUDIENCIA PARA LA APROBACIÓN DEFINITIVA DEL TRIBUNAL

RICHARD MICHAEL DE LA RIVA, a título individual, en nombre propio, en nombre de todas las personas en situación similar y en nombre del estado de California, en calidad de fiscal general privado, DEMANDANTE, contra CIRKS CONSTRUCTION, INC. DBA KDC CONSTRUCTION, KDC SERVICE AND MAINTENANCE; y Asociados, ambos inclusive, DEMANDADOS

Tribunal Superior del Condado de Orange, n.º de causa 30-2023-01339825-CU-OE-CXC

El Tribunal Superior del estado de California ha autorizado esta Notificación. ¡Léalo atentamente! No se trata de correo basura, spam, publicidad ni solicitud de un abogado. No se le está demandando.

Es posible que pueda tener derecho a recibir dinero de una demanda colectiva de empleados y una demanda PAGA ("Demanda") contra CIRKS CONSTRUCTION, INC. DBA KDC CONSTRUCTION, KDC SERVICE AND MAINTENANCE ("Demandado" o "Cirks) por presuntas infracciones salariales y horarias. La Demanda fue presentada por un antiguo empleado de Cirks, Richard Michael De La Riva ("Demandante") y solicita el pago de salarios atrasados y otras indemnizaciones para una demanda colectiva de empleados no exentos que trabajan o han trabajado como técnicos de servicio para Cirks Construction, Inc. dba KDC Construction, KDC Service and Maintenance, en el estado de California, que trabajaron durante uno o más períodos de pago entre el 26 de mayo de 2022 y el 3 de marzo de 2025. ("Demanda Colectiva Propuesta").

El Acuerdo propuesto tiene dos partes principales: (1) un Acuerdo Colectivo que exige al Demandado financiar los Pagos Individuales de la Demanda Colectiva, y (2) un Acuerdo PAGA que exige al Demandado financiar los Pagos PAGA Individuales y pagar sanciones a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California ("LWDA" por sus siglas en inglés).

Según los expedientes del Demandado y las hipótesis actuales de las partes, **se estima que su Pago Individual de la Demanda Colectiva será de $_____ (menos retenciones) y su Pago PAGA Individual se estima en $_____**. Es probable que la cantidad real que reciba sea diferente y dependerá de varios factores. (Si no se indica ninguna cantidad para su Pago PAGA Individual, entonces, según los expedientes del Demandado, usted no tiene derecho a un Pago PAGA Individual en virtud del Acuerdo, ya que no trabajó durante el período PAGA).

Las estimaciones anteriores se basan en los expedientes del Demandado que muestran que **trabajó _____ semanas laborales** durante el Período de la Demanda Colectiva y que **trabajó _____ períodos de pago** durante el Período PAGA. Si cree que trabajó más semanas laborales y/o períodos de pago durante cualquiera de los dos períodos, puede presentar una impugnación antes de la fecha límite. Consulte la Sección 4 de esta Notificación.

El Tribunal ha aprobado de forma preliminar el Acuerdo propuesto y ha aprobado esta Notificación. El Tribunal aún no ha decidido si concederá la aprobación definitiva. Sus derechos legales se ven afectados tanto si actúa como si no lo hace. Lea atentamente esta Notificación. En la Audiencia de Aprobación Definitiva, el Tribunal decidirá si aprueba definitivamente la Notificación y qué parte de este se pagará al Demandante y a los abogados del Demandante ("Abogados de la Demanda Colectiva"). El Tribunal también decidirá si dicta una Sentencia que obligue al Demandado a realizar los pagos previstos en el Acuerdo y que obligue a los Miembros Participantes de la Demanda Colectiva y a los Empleados Agraviados a renunciar a sus derechos a presentar determinadas reclamaciones contra el Demandado.

Si trabajó para Cirks durante el Período de la Demanda Colectiva y/o el Período PAGA, tiene dos opciones básicas en virtud del Acuerdo:

(1) **No hacer nada**. No tiene que hacer nada para participar en el Acuerdo propuesto y reunir los requisitos para recibir un Pago Individual de la Demanda Colectiva y/o un Pago PAGA Individual. Sin embargo, como Miembro Participante de la Demanda Colectiva, renunciará a su derecho a reclamar salarios del Período de la Demanda Colectiva y sanciones del Período PAGA contra el Demandado.

(2) **Excluirse del Acuerdo Colectivo**. Puede excluirse del Acuerdo Colectivo (optar por no participar) enviando una Solicitud de Exclusión por escrito o notificándolo por escrito al Administrador. Si se excluye del Acuerdo, no recibirá un Pago Individual de la Demanda Colectiva. Sin embargo, conservará su derecho a presentar personalmente reclamaciones salariales del Período de la Demanda Colectiva contra el Demandado y, si es un Empleado Agraviado, seguirá teniendo derecho a recibir un Pago PAGA Individual. No puede excluirse de la parte PAGA del Acuerdo propuesto.

CIRKS CONSTRUCTION, INC. DBA KDC CONSTRUCTION, KDC SERVICE AND MAINTENANCE no tomará represalias contra usted por ninguna acción que emprenda con respecto al Acuerdo propuesto.

RESUMEN DE SUS DERECHOS LEGALES Y OPCIONES EN ESTE ACUERDO

No tiene que hacer nada para participar en el Acuerdo	Si no hace nada, será un Miembro Participante de la Demanda Colectiva, con derecho a un Pago Individual de la Demanda Colectiva y un Pago PAGA Individual (si lo hubiera). A cambio, renunciará a su derecho a reclamar al Demandado las reclamaciones salariales cubiertas por este Acuerdo (Reclamaciones Exoneradas).
Puede excluirse del Acuerdo Colectivo, pero no del Acuerdo PAGA **La fecha límite para excluirse es el [date].**	Si no desea participar plenamente en el Acuerdo propuesto, puede excluirse del Acuerdo Colectivo enviando al Administrador una Solicitud de Exclusión por escrito. Una vez excluido, será un Miembro No Participante de la Demanda Colectiva y ya no tendrá derecho a recibir un Pago Individual de la Demanda Colectiva. Los Miembros No Participantes de la Demanda Colectiva no pueden oponerse a ninguna parte del Acuerdo propuesto. Consulte la Sección **6** de esta Notificación. No puede excluirse de la parte PAGA del Acuerdo propuesto. El Demandado debe pagar los pagos PAGA Individuales a todos los Empleados Agraviados, y estos deben renunciar a su derecho a reclamar las Reclamaciones Exoneradas (definidas más adelante).
Los Miembros Participantes de la Demanda Colectiva pueden objetar al Acuerdo Colectivo pero no al Acuerdo PAGA **Las objeciones por escrito deben presentarse antes del [date]**	Todos los Miembros de la Demanda Colectiva que no se excluyan ("Miembros Participantes de la Demanda Colectiva") pueden objetar cualquier aspecto del Acuerdo propuesto. La decisión final del Tribunal incluirá una determinación de la cantidad que se pagará a los Abogados de la Demanda Colectiva y al Demandante que interpuso la Demanda en el nombre de la Demanda Colectiva. Usted no es personalmente responsable de ningún pago al Abogado de la Demanda Colectiva ni al Demandante, pero cada dólar pagado al Abogado de la Demanda Colectiva y al Demandante reduce la cantidad total pagada a los Miembros Participantes de la Demanda Colectiva. Puede objetar las cantidades solicitadas por el Abogado de la Demanda Colectiva o el Demandante si considera que no son razonables. Consulte la Sección **7** de esta Notificación.
Puede participar en la	La Audiencia de Aprobación Definitiva del Tribunal está prevista para el

Audiencia de Aprobación Definitiva del [date]	[date]. No es necesario que asista, pero tiene derecho a comparecer (o a contratar a un abogado para que comparezca en su nombre, corriendo usted con los gastos), en persona, por teléfono o mediante la plataforma de comparecencia virtual del tribunal. Los Miembros Participantes de la Demanda Colectiva pueden oponerse verbalmente al Acuerdo en la Audiencia de Aprobación Definitiva. Consulte la Sección **8** de esta Notificación.
Puede impugnar el cálculo de sus Semanas Laborales/períodos de pago **Las impugnaciones por escrito deben presentarse antes del [date].**	El importe de su Pago Individual de la Demanda Colectiva y el Pago PAGA Individual (si lo hubiera) dependen del número de Semanas Laborales en las que trabajó al menos un día durante el Período de Demanda Colectiva y del número de períodos de pago en los que trabajó al menos un día durante el Período PAGA, respectivamente. El número de Semanas Laborales del Período de la Demanda Colectiva y el número de períodos de pago del período PAGA que trabajó según los registros del Demandado se indican en la primera página de esta Notificación. Si no está de Acuerdo con alguna de estas cifras, debe impugnarlas antes del [date]. Consulte la Sección **4** de esta Notificación.

1. ¿EN QUÉ CONSISTE LA DEMANDA?

El Demandante es un antiguo empleado de Cirks. La Demanda acusa al Demandado de infringir las leyes laborales de California al no pagar las horas extras, el salario mínimo, los salarios adeudados por despido y los gastos reembolsables, y al no proporcionar períodos de comida, descansos y nóminas detalladas y precisas. Basándose en las mismas reclamaciones, el Demandante también ha presentado una reclamación por sanciones civiles en virtud de la Ley General de Abogados Privados de California (Código Laboral §§ 2698 y siguientes) ("PAGA" por sus siglas en inglés). El Demandante está representado por los abogados de Kingsley Szamet Employment Lawyers ("Abogados de la Demanda Colectiva") en la Demanda.

El Demandado niega haber infringido ninguna ley o haber incumplido el pago de salarios y sostiene que ha cumplido con todas las leyes aplicables.

2. ¿QUÉ SIGNIFICA QUE LA DEMANDA SE HA RESUELTO?

Hasta ahora, el Tribunal no ha determinado si el Demandado o el Demandante tienen razón en cuanto al fondo del asunto. Mientras tanto, el Demandante y el Demandado contrataron a un mediador imparcial y con experiencia con el fin de resolver la Demanda mediante la negociación para poner fin a la causa mediante un Acuerdo (resolver la causa) en lugar de continuar con el costoso y largo proceso de litigio. Las negociaciones han tenido éxito. Al firmar un Acuerdo de conciliación por escrito ("Acuerdo") y acordar solicitarle conjuntamente al Tribunal que dicte una Sentencia que ponga fin a la Demanda y haga cumplir el Acuerdo, el Demandante y el Demandado han negociado una propuesta de conciliación que está sujeta a la Aprobación Definitiva del Tribunal. Ambas partes están de Acuerdo en que la propuesta de conciliación es un compromiso entre las reclamaciones en litigio. Al aceptar llegar a una conciliación, el Demandado no admite ninguna infracción ni reconoce el fondo de ninguna de las reclamaciones.

El Demandante y los Abogados de la Demanda Colectiva consideran que el Acuerdo es beneficioso porque creen que: (1) el Demandado ha aceptado pagar una cantidad justa, razonable y adecuada teniendo en cuenta la solidez de las reclamaciones y los riesgos e incertidumbres de continuar con el litigio; y (2) el Acuerdo redunda en el mejor interés de los Miembros Participantes de la Demanda Colectiva y los Empleados Agraviados. El Tribunal ha aprobado de forma preliminar el Acuerdo propuesto por considerarlo justo, razonable y adecuado, ha autorizado esta Notificación y ha programado una audiencia para determinar la Audiencia de Aprobación Definitiva.

3. ¿CUÁLES SON LAS CONDICIONES IMPORTANTES DEL ACUERDO PROPUESTO?

1. El Demandado pagará $270,000 como Importe Bruto del Acuerdo (Acuerdo Bruto). El Demandado ha acordado depositar el Importe Bruto del Acuerdo en una cuenta controlada por el Administrador del Acuerdo. El Administrador utilizará el Importe Bruto del Acuerdo para pagar los pagos individuales de la Demanda Colectiva, los pagos PAGA Individuales, los honorarios y gastos del representante de la Demanda Colectiva, los honorarios y gastos de los Abogados de la Demanda Colectiva, los gastos del Administrador y las sanciones que se pagarán a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California ("LWDA"). Suponiendo que el Tribunal conceda la Aprobación Definitiva, el Demandado financiará el Importe Bruto del Acuerdo en un plazo máximo de 15 días a partir de la fecha en que la Sentencia dictada por el Tribunal sea definitiva. La Sentencia será definitiva en la fecha en que el Tribunal dicte la Sentencia, o en una fecha posterior si los Miembros Participantes de la Demanda Colectiva se oponen al Acuerdo propuesto o se apela la Sentencia.

2. Deducciones del Importe Bruto del Acuerdo aprobadas por el Tribunal. En la Audiencia de Aprobación Definitiva, el Demandante y/o el Abogado de la Demanda Colectiva solicitarán al tribunal que apruebe las siguientes deducciones del Importe Bruto del Acuerdo, cuyos importes serán decididos por el Tribunal en la Audiencia de Aprobación Definitiva:

   A. Hasta $81,000.00 (el 30 % del Importe Bruto del Acuerdo para los Abogados de la Demanda Colectiva en concepto de honorarios y hasta $42,000.00 para sus gastos de litigio. Hasta la fecha, los Abogados de la Demanda Colectiva han trabajado e incurrido en gastos en la Demanda sin recibir ningún pago.

   B. Hasta $5,000.00 como indemnización al representante de la Demanda Colectiva por presentar la Demanda, colaborar con los Abogados de la Demanda Colectiva y representar a la Demanda Colectiva. La indemnización al representante de la Demanda Colectiva será la única cantidad que recibirán los Demandantes, aparte del Pago Individual de la Demanda Colectiva y cualquier Pago PAGA Individual.

   C. Hasta $6,500.00 para el Administrador por los servicios de administración del Acuerdo.

   D. Hasta $13,500.00 por sanciones PAGA, asignados en un 75 % al pago PAGA de la LWDA y en un 25 % a pagos PAGA Individuales a los Empleados Agraviados en función de sus períodos de pago PAGA.

   Los Miembros Participantes de la Demanda Colectiva tienen derecho a oponerse a cualquiera de estas deducciones. El Tribunal considerará todas las objeciones.

3. Liquidación Neta distribuida a los Miembros Participantes de la Demanda Colectiva. Tras realizar las deducciones anteriores en las cantidades aprobadas por el Tribunal, el Administrador distribuirá el resto de la Liquidación Bruta (la "Liquidación Neta") mediante pagos individuales de la Demanda Colectiva a los Miembros Participantes de la Demanda Colectiva en función de sus Semanas Laborales del Período de la Demanda Colectiva.

4. Impuestos adeudados sobre los pagos a los Miembros Participantes de la Demanda Colectiva. El Demandante y el Demandado le solicitan al Tribunal que apruebe una asignación del 20% de cada Pago Individual de la Demanda Colectiva a los salarios imponibles ("Parte Salarial") y del 80% a los intereses, etc. ("Parte No Salarial"). La Parte Salarial está sujeta a retenciones y se declarará en

los formularios W-2 del IRS. Los pagos PAGA Individuales se consideran sanciones en lugar de salarios a efectos fiscales. El Administrador declarará los pagos PAGA Individuales y las Partes No Salariales de los Pagos Individuales de la Demanda Colectiva en los formularios 1099 del IRS.

Aunque el Demandante y el Demandado han acordado estas asignaciones, ninguna de las partes le está asesorando sobre si sus Pagos están sujetos a impuestos o cuánto podría deber en concepto de impuestos. Usted es responsable de pagar todos los impuestos (incluidas las sanciones e intereses sobre impuestos atrasados) sobre cualquier Pago recibido del Acuerdo propuesto. Debe consultar a un asesor fiscal si tiene alguna pregunta sobre las consecuencias fiscales del Acuerdo propuesto.

5. Necesidad de cobrar rápidamente los cheques de pago. En el anverso de cada cheque emitido para Pagos Individuales de la Demanda Colectiva y para pagos PAGA Individuales aparecerá la fecha de vencimiento del cheque (la fecha de caducidad). Si no lo cobra antes de la fecha de caducidad, su cheque se cancelará automáticamente y el dinero se depositará en el Fondo de Propiedad No Reclamada del Contralor de California a su nombre. Si el dinero representado por su cheque se envía al Fondo de Propiedad No Reclamada, debe consultar al Fondo (https://claimit.ca.gov/) para obtener instrucciones sobre cómo recuperar su dinero.

6. Solicitudes de Exclusión del Acuerdo Colectivo (Exclusiones Voluntarias). Se le tratará como Miembro Participante de la Demanda Colectiva, participando plenamente en el Acuerdo Colectivo, a menos que le notifique al Administrador por escrito, a más tardar el [date], que desea excluirse. La forma más fácil de notificarle al Administrador es enviándole una Solicitud de Exclusión por escrito y firmada antes de la fecha límite de respuesta del [date]. La Solicitud de Exclusión debe ser una carta del Miembro Participante de la Demanda Colectiva o de su representante en la que se indique el nombre del Miembro Participante de la Demanda Colectiva, su dirección actual, su número de teléfono y una simple declaración en la que se elija ser excluido del Acuerdo. Los Miembros Participantes de la Demanda Colectiva excluidos (es decir, los Miembros No Participantes de la Demanda Colectiva) no recibirán Pagos Individuales de la Demanda Colectiva, pero conservarán sus derechos a presentar reclamaciones personales por salarios y horas contra el Demandado.

   No pueden excluirse de la parte del Acuerdo relativa a la Ley PAGA. Los Miembros No Participantes de la Demanda Colectiva seguirán teniendo derecho a los Pagos PAGA Individuales y deberán renunciar a su derecho a presentar reclamaciones contra el Demandado basadas en los hechos del Período de la Ley PAGA alegados en la Demanda.

7. El Acuerdo propuesto quedará sin efecto si el Tribunal deniega la Aprobación Definitiva. Es posible que el Tribunal se niegue a conceder la Aprobación Definitiva del Acuerdo o se niegue a dictar Sentencia. También es posible que el Tribunal dicte una Sentencia que sea revocada en apelación. Los Demandantes y el Demandado han acordado que, en cualquiera de los dos casos, el Acuerdo quedará sin efecto: el Demandado no pagará ninguna cantidad y los Miembros Participantes de la Demanda Colectiva no renunciarán a ninguna reclamación contra el Demandado.

8. Administrador. El Tribunal ha designado a una empresa imparcial, Phoenix Settlement Administrators (el "Administrador"), para enviar esta Notificación, calcular y realizar los pagos, y tramitar las Solicitudes de exclusión de los Miembros Participantes de la Demanda Colectiva. El Administrador también decidirá sobre las Impugnaciones de los Miembros Participantes de la Demanda Colectiva en relación con las Semanas Laborales, enviará y reenviará los cheques del Acuerdo y los formularios fiscales, y realizará otras tareas necesarias para administrar el Acuerdo. La información de contacto del Administrador figura en la Sección 9 de esta Notificación.

Exención de los Miembros Participantes de la Demanda Colectiva. Todos los Miembros Participantes de la Demanda Colectiva, en nombre propio y en el de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios anteriores y actuales, eximen a las partes exoneradas de todas las reclamaciones que se alegaron, o que razonablemente podrían haberse alegado, basadas en los hechos del Período de la Demanda Colectiva expuestos en la Demanda operativa, incluyendo: (1) el impago de salarios y/o horas extras en virtud de los §§ 510, 1194, 1194.2 y 1199 del Código Laboral; (2) incumplimiento de la obligación de proporcionar descansos para comer de conformidad con las §§ 226.7 y 512 del Código Laboral; (3) incumplimiento de la obligación de proporcionar descansos de conformidad con la § 226.7 del Código Laboral; (4) el impago de los gastos de conformidad con la § 2802 del Código Laboral; (5) la no emisión de nóminas detalladas y precisas de conformidad con la § 226(a) del Código Laboral; (6) las sanciones previstas en la § 203 del Código Laboral; y (7) la no concesión de un día de descanso de conformidad con la § 551 del Código Laboral. Los Miembros Participantes de la Demanda Colectiva no renuncian a ninguna otra reclamación, incluidas las reclamaciones por prestaciones adquiridas, despido improcedente, violación de la Ley de Igualdad en el Empleo y la Vivienda, seguro de desempleo, discapacidad, seguridad social, indemnización por accidente laboral o reclamaciones basadas en hechos ocurridos fuera del Período de la Demanda Colectiva.

Exención de responsabilidad de los Empleados Agraviados en virtud de la Ley PAGA. A partir de la fecha en que el Demandado haya aportado la totalidad del Monto Bruto del Acuerdo y haya pagado todos los impuestos sobre la nómina que le correspondan como empleador, relacionados con la Porción Salarial de los Pagos Individuales a los Miembros de la Demanda Colectiva, todos los Empleados Agraviados, independientemente de que hayan optado o no por excluirse del Acuerdo Colectivo, quedarán sujetos a la siguiente renuncia y liberación de reclamaciones, sin importar si cobran o depositan el cheque correspondiente al Pago PAGA Individual:

> Se considera que todos los Miembros No Participantes de la Demanda Colectiva que sean Empleados Agraviados eximen, en nombre propio y en el de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios anteriores y actuales, a las partes exoneradas de todas las reclamaciones por sanciones PAGA que se alegaron, o que razonablemente podrían haberse alegado, basándose en los hechos del período PAGA expuestos en la Demanda operativa y en la Notificación PAGA por presuntas infracciones de los §§ 201, 202, 203, 226(a), 226.7, 510, 512, 551, 1194, 1194.2, 1199 y 2802 del Código Laboral.

4. ¿CÓMO CALCULARÁ EL ADMINISTRADOR SU PAGO?

1. Pagos individuales de la Demanda Colectiva. El Administrador calculará los pagos individuales de la Demanda Colectiva (a) dividiendo el importe neto del Acuerdo por el número total de Semanas Laborales trabajadas por todos los Miembros Participantes de la Demanda Colectiva, y (b) multiplicando el resultado por el número de Semanas Laborales trabajadas por cada Miembro Participante de la Demanda Colectiva.

2. Pagos PAGA individuales. El Administrador calculará los pagos PAGA individuales (a) dividiendo $3,375.00 entre el número total de períodos de pago PAGA trabajados por todos los Empleados Agraviados y (b) multiplicando el resultado por el número de períodos de pago PAGA trabajados por cada Empleado Agraviado individualmente.

3. Recusaciones de Semanas Laborales/períodos de pago. El número de Semanas Laborales Colectivas que trabajó durante el Período de la Demanda Colectiva y el número de Períodos de Pago PAGA que trabajó durante el Período PAGA, según constan en los registros del Demandado, se indican en la primera página de esta Notificación.

Tiene hasta el [date] para impugnar el número de Semanas Laborales y/o períodos de pago que se le han acreditado. Puede presentar su impugnación firmando y enviando una carta por correo con matasellos de fecha anterior al **[date]**, por fax o por correo electrónico. La Sección 9 de la Notificación contiene la información de contacto del Administrador.

Debe respaldar su impugnación enviando copias de los recibos de sueldo u otros registros. El Administrador aceptará el cálculo de las Semanas Laborales y/o los períodos de pago realizado por el Demandado basándose en los registros del Demandado como exactos, a menos que envíe copias de registros que contengan información contraria. Debe enviar copias en lugar de originales, ya que los documentos no le serán devueltos. El Administrador resolverá las impugnaciones de las Semanas Laborales y/o los períodos de pago basándose en su presentación y en las aportaciones del Abogado de la Demanda Colectiva (que defenderá los intereses de los Miembros Participantes de la Demanda Colectiva) y del Abogado del Demandado. El Administrador tiene la autoridad para abordar y tomar decisiones de conformidad con los términos de este Acuerdo sobre todas las impugnaciones de los Miembros Participantes de la Demanda Colectiva en relación con el cálculo de las Semanas Laborales y/o los Períodos de Pago, sin embargo, (i) las Partes presentarán ante el Tribunal todas las disputas presentadas por los Miembros Participantes de la Demanda Colectiva, las pruebas presentadas y la resolución de las disputas, y (ii) aunque el Administrador puede tomar la decisión inicial con respecto a las disputas sobre reclamaciones, el Tribunal puede revisar cualquier decisión tomada por el Administrador con respecto a una disputa sobre reclamaciones.

5. ¿CÓMO SE LE PAGARÁ?

1. Miembros Participantes de la Demanda Colectiva. El Administrador enviará, por correo postal de los Estados Unidos, un único cheque a cada Miembro Participante de la Demanda Colectiva (es decir, a cada Miembro Participante de la Demanda Colectiva que no se haya excluido), incluidos aquellos que también reúnan los requisitos para ser considerados Empleados Agraviados. El único cheque combinará el Pago Individual de la Demanda Colectiva y el Pago PAGA Individual.

2. Miembros No Participantes de la Demanda Colectiva. El Administrador enviará, por correo postal de los Estados Unidos, un único pago PAGA Individual a cada Empleado Agraviado que opte por no participar en el Acuerdo Colectivo (es decir, a cada Miembro No Participante de la Demanda Colectiva).

   Su cheque se enviará a la misma dirección que la presente Notificación. Si cambia de dirección, asegúrese de notificarlo al Administrador lo antes posible. La Sección 9 de la presente Notificación contiene la información de contacto del Administrador.

6. ¿CÓMO PUEDO EXCLUIRME DEL ACUERDO COLLECTIVO?

Envíe una carta escrita y firmada con su nombre, dirección actual, número de teléfono y una simple declaración de que no desea participar en el Acuerdo. El Administrador le excluirá basándose en cualquier escrito en el que comunique su Solicitud de Exclusión. Asegúrese de firmar personalmente su solicitud, identifique la Demanda como *Richard Michael De La Riva, contra Cirks Construction, Inc. dba KDC Construction, KDC Service and Maintenance*, e incluya su información de identificación (nombre completo, dirección, número de teléfono, fechas aproximadas de empleo y número de seguro social para fines de verificación). Debe presentar la solicitud usted mismo. Si otra persona presenta la solicitud en su nombre, no será válida. **Debe enviar su Solicitud de Exclusión al Administrador antes del [date], o no será válida.** Puede enviar su Solicitud de Exclusión por escrito y firmada por correo postal con matasellos anterior al **[date]**, por fax o por correo electrónico. La Sección 9 de la

Notificación contiene la información de contacto del Administrador.

7. ¿CÓMO PUEDO OPONERME AL ACUERDO?

Solo los Miembros Participantes de la Demanda Colectiva tienen derecho a oponerse al Acuerdo. Antes de decidir si se opone, es posible que desee ver lo que el Demandante y el Demandado solicitan que apruebe el Tribunal. Al menos 16 días hábiles judiciales antes del [date], fecha de la Audiencia de Aprobación Definitiva, los Abogados de la Demanda Colectiva y/o el Demandante presentarán ante el Tribunal (1) una moción de Aprobación Definitiva que incluye, entre otras cosas, las razones por las que el Acuerdo propuesto es justo, y (2) una Moción de Honorarios, Gastos de Litigio y Compensación por Servicios que indique (i) la cantidad que los Abogados de la Demanda Colectiva solicitan en concepto de honorarios y gastos de litigio; y (ii) la cantidad que el Demandante solicita en concepto de compensación por servicios como representante de la Demanda Colectiva. Previa solicitud razonable, el Abogado de la Demanda Colectiva (cuya información de contacto figura en la Sección 9 de esta Notificación) le enviará copias de estos documentos sin coste alguno para usted. También puede consultarlos en el sitio web del Administrador de-la-riva-v-cirks-construction.phoenixcases.com o en el sitio web del tribunal https://www.occourts.org/online-services/case-access/civil-case-access**.**

Un Miembro Participante de la Demanda Colectiva que no esté de Acuerdo con cualquier aspecto del Acuerdo, la moción de aprobación definitiva y/o la moción de honorarios, gastos de litigio y compensación por servicios prestados, puede presentar una objeción, por ejemplo, alegando que el Acuerdo propuesto es injusto o que las cantidades solicitadas por el Abogado de la Demanda Colectiva o el Demandante son demasiado altas o bajas. **La fecha límite para enviar las objeciones por escrito al Administrador es el [date]**. Asegúrese de indicar al Administrador a qué se opone, por qué se opone y cualquier hecho que respalde su objeción. Asegúrese de identificar la Demanda como *Richard Michael De La Riva, contra Cirks Construction, Inc. dba KDC Construction, KDC Service and Maintenance* e incluya su nombre, dirección actual, número de teléfono y fechas aproximadas de empleo en Cirks, y firme la objeción. Puede enviar su objeción por escrito por correo postal con matasellos de fecha anterior al **[date]**, por fax o por correo electrónico. La Sección 9 de esta Notificación contiene la información de contacto del Administrador.

Alternativamente, un Miembro Participante de la Demanda Colectiva puede objetar (o contratar personalmente a un abogado para que objete por su cuenta) asistiendo a la Audiencia de Aprobación Definitiva. Usted (o su abogado) debe estar preparado para decirle al Tribunal a qué se opone, por qué se opone y cualquier hecho que respalde su objeción. Consulte la Sección 8 de esta Notificación (inmediatamente a continuación) para obtener detalles sobre la Audiencia de Aprobación Definitiva.

8. ¿PUEDO ASISTIR A LA AUDIENCIA DE APROBACIÓN DEFINITIVA?

Puede, pero no tiene la obligación de, asistir a la Audiencia de Aprobación Definitiva que se celebrará el [date] a las [time] en el Departamento CX-105 del Tribunal Superior del Condado de Orange, situado en 751 W Santa Ana Blvd, Santa Ana, CA 97701. En la Audiencia de Aprobación Definitiva del Acuerdo, el Tribunal decidirá si concede la Aprobación Definitiva del Acuerdo y qué parte del Importe Bruto del Acuerdo se pagará al Abogado de la Demanda Colectiva, al Demandante y al Administrador. Puede asistir (o contratar a un abogado para que asista) personalmente o de forma virtual a través de Zoom (https://www.occourts.org/civil-remote-hearings/. Consulte el sitio web del tribunal para obtener la información más actualizada.

Es posible que el Tribunal reprograme la Audiencia de Aprobación Definitiva. Debe consultar el sitio web del Administrador de-la-riva-v-cirks-construction.phoenixcases.com con antelación o ponerse en contacto con el Abogado de la Demanda Colectiva para verificar la fecha y la hora de la Audiencia de Aprobación

Definitiva.

9. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

El Acuerdo establece todo lo que el Demandado y el Demandante se han comprometido a hacer en virtud del Acuerdo propuesto. El Administrador mantendrá un sitio web específico para la causa en de-la-riva-v-cirks-construction.phoenixcases.com, donde los Miembros Participantes de la Demanda Colectiva podrán revisar los documentos del acuerdo. El sitio web incluirá, entre otros materiales, la demanda operativa, las cartas de Notificación PAGA enviadas a la Agencia de Desarrollo Laboral y de la Fuerza Laboral (LWDA), el Acuerdo de conciliación y cualquier enmienda, la Notificación a la Demanda Colectiva y cualquier formulario incluido, las órdenes del Tribunal que conceden la aprobación preliminar y definitiva del Acuerdo, y la Sentencia. La Sentencia permanecerá publicada en el sitio web durante al menos ciento ochenta (180) días después de su emisión. La forma alternativa de leer el Acuerdo, la Sentencia o cualquier otro documento del acuerdo es visitar el sitio web del Tribunal Superior del Condado de Orange en https://www.occourts.org/online-services/case-access. También puede llamar por teléfono o enviar un correo electrónico al Abogado de la Demanda Colectiva o al Administrador utilizando la información de contacto que se indica a continuación, o consultar el sitio web del Tribunal Superior del Condado de Orange en (https://www.occourts.org/online-services/case-access) e introduciendo el número de causa de la Demanda, el número de causa 30-2023-01339825-CU-OE-CXC.

Abogados de la Demanda Colectiva:
EMPLOYMENT LAWYERS
Eric B. Kingsley
Kelsey M. Szamet
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Tel: (818)990-8300

Administrador del Acuerdo:
Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Teléfono: (800) 523-5773
Fax: (949) 209-2503
Correo: notice@phoenixclassaction.com

10. ¿QUÉ SUCEDE SI PIERDE SU CHEQUE DE ACUERDO?

Si pierde o extravía su cheque de acuerdo antes de cobrarlo, el Administrador lo reemplazará siempre y cuando solicite un reemplazo antes de la fecha de caducidad que figura en el anverso del cheque original. Si su cheque ya ha caducado, debe consultar el Fondo de Propiedad No Reclamada (https://claimit.ca.gov/) para obtener instrucciones sobre cómo recuperar los fondos.

11. ¿QUÉ SUCEDE SI CAMBIO DE DIRECCIÓN?

Para recibir su cheque, debe notificar inmediatamente al Administrador si se muda o cambia su dirección postal.

NO LLAME POR TELÉFONO AL TRIBUNAL SUPERIOR PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO.



CONTACT INFO: 1-888-999-8628 EMAIL: INFO@TRANSAPTION.COM

Certification of Translation Accuracy

Translation of Legal Document from English to Spanish

As an authorized representative of Transaption, a professional translation services agency, I hereby certify that the above-mentioned document has been translated by an experienced, qualified, and competent professional translator, fluent in the above-mentioned language pair and that, in our best judgment, the translated text truly reflects the content, meaning, and style of the original text and constitutes in every respect a complete and accurate translation of the original document. This document has not been translated for a family member, friend, or business associate.

This is to certify the correctness of the translation only. We do not make any claims or guarantees about the authenticity or content of the original document. Further, Transaption assumes no liability for the way in which the translation is used by the customer or any third party, including end-users of the translation.

A copy of the translation is attached to this certification.

Translation reference to **DRAFT Revised Objection & Exclusion Form_CLEAN, PLAINTIFF, v.CIRKS CONSTRUCTION, INC. DBA KDC CONSTRUCTION, KDC SERVICE AND MAINTENANCE, Case No. 30-2023-01339825-CU-OE-CXC**

Order Date: October 23, 2026

Name: Christina Guerrero Harmon

ATA Member#: 487584

Signature: Christina Harmon

TRANSAPTION

3 Germay Drive, Unit 4, Suite A#9999, Wilmington, DE 19804. United States.

TRANSLATION CERTIFICATION

I, Christina Guerrero Harmon, a California ATA-Certified Spanish Translator (ATA Member ID: 487584), am competent to translate from English into Spanish, and have reviewed and edited the translation of ***DRAFT Revised Objection & Exclusion Form_CLEAN*****,** in the case of *PLAINTIFF, v.CIRKS CONSTRUCTION, INC. DBA KDC CONSTRUCTION, KDC SERVICE AND MAINTENANCE* ***Case No.30-2023-01339825-CU-OE-CXC*** and certify that it is true and correct, to the best of my abilities.

I certify this in Santa Rosa, CA, on AUG 03, 2026

Christina Harmon

Christina Guerrero Harmon

10/23/2026

Date

Certification Credentials may be verified online at
https://www.atanet.org/member-directory/christina-guerrero-harmon/

«PSA_ID»
«Pre_Sort_Tray_ID»
«Pre_Sort_Order»

OBJECIÓN AL ACUERDO

Solo complete este formulario de Objeción al Acuerdo si desea objetar el Acuerdo de la acción conocida como *Richard Michael De La Riva v. Cirks Construction, Inc. dba KDC Construction, KDC Service and Maintenance,* presentada en el Tribunal Superior del Condado de Orange, Caso N.º 30-2023-01339825-CU-OE-CXC .

SI OBJETA EL ACUERDO Y SU OBJECIÓN ES DENEGADA, USTED SERÁ INCLUIDO COMO PARTE DEL ACUERDO Y SE EXONERARÁN SUS RECLAMACIONES PERTINENTES.

Confirmo que trabajé para Cirks Construction, Inc. dba KDC Construction, KDC Service and Maintenance en el estado de California como empleado remunerado por horas en algún momento entre el 26 de mayo de 2022 al 3 de marzo de 2025.

Deseo objetar el Acuerdo alcanzado en el asunto *Richard Michael De La Riva v. Cirks Construction, Inc. dba KDC Construction, KDC Service and Maintenance*. La naturaleza y el fundamento de la objeción son los siguientes:

_____
_____
_____
_____
_____
_____
_____

Nombre completo en letra de imprenta:_____

Cuatro últimos dígitos de su número de la Seguridad Social: _____

Dirección de residencia:_____

Ciudad, estado y código postal: _____

Firma:_____Fecha: _____

PARA QUE SEA VÁLIDO, ESTE FORMULARIO DE OBJECIÓN DEBE COMPLETARSE, FIRMARSE Y ENVIARSE YA SEA POR CORREO (CON MATASELLOS), POR FAX O POR CORREO ELECTRÓNICO, A MÁS TARDAR EL **[DATE]**. Envíe este formulario de objeción firmado al Administrador del Acuerdo a:

Richard Michael De La Riva v. Cirks Construction, Inc. dba KDC
Construction, KDC Service and Maintenance.
Acuerdo
c/o Phoenix Class Action Settlement Administration
P.O. Box 7208
Orange, CA 92863
Teléfono: (800) 523-5773
Fax: (949)209-2503
Correo electrónico: notice@phoenixclassaction.com

TRANSAPTION
CERTIFIED TRANSLATION
CORPORATE MEMBER ATA #270002

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«Pre_Sort_Order»

SOLICITUD DE EXCLUSIÓN

Solo complete este formulario de Solicitud de exclusión si desea excluirse (no participar) del Acuerdo de la Demanda conocida como *Richard Michael De La Riva v. Cirks Construction, Inc. dba KDC Construction, KDC Service and Maintenance,* presentada en el Tribunal Superior del Condado de Orange, Caso N.º 30-2023-01339825-CU-OE-CXC.

SI OPTA POR NO PARTICIPAR EN EL ACUERDO, NO RECIBIRÁ NINGUNA PARTE DEL IMPORTE DEL ACUERDO DE LA DEMANDA COLECTIVA. SIN EMBARGO, INCLUSO SI OPTA POR NO PARTICIPAR, SEGUIRÁ RECIBIENDO SU PARTE DEL ACUERDO DE LA LEY GENERAL DE ABOGADOS PRIVADOS ("PAGA") Y QUEDARÁ OBLIGADO POR LA RENUNCIA DE PAGA.

Confirmo que trabajé para Cirks Construction, Inc. dba KDC Construction, KDC Service and Maintenance, en el estado de California como empleado remunerado por horas en algún momento entre el 26 de mayo de 2022 al 3 de marzo de 2025.

Por favor, exclúyanme del Acuerdo colectivo en el asunto *Richard Michael De La Riva v. Cirks Construction, Inc. dba KDC Construction, KDC Service and Maintenance*.

Nombre completo en letra de imprenta:_____

Su Dirección:_____

Los cuatro últimos dígitos de su número de la Seguridad Social: _____

Firma: _____ Fecha: _____

PARA QUE SEA VÁLIDO, ESTE FORMULARIO DE SOLICITUD DE EXCLUSIÓN DEBE COMPLETARSE, FIRMARSE Y ENVIARSE YA SEA POR CORREO (CON MATASELLOS), POR FAX O POR CORREO ELECTRÓNICO, A MÁS TARDAR EL **[DATE]** Envíe este formulario de solicitud de exclusión firmado al Administrador del Acuerdo a:

Richard Michael De La Riva v. Cirks Construction, Inc. dba KDC Construction, KDC Service and Maintenance
c/o Phoenix Class Action Settlement Administration
P.O. Box 7208
Orange, CA 92863
Teléfono: (800) 523-5773
Fax: (949) 209-2503
Correo electrónico: notice@phoenixclassaction.com



EXHIBIT "4"

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. CX105] **[PROPOSED] AMENDED ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Date: ~~July 16~~November 12, 2026 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

The Motion for Preliminary Approval of the Class Settlement came before this Court on ~~October 16, 2025~~November 12, 2026, the Honorable Melissa R. McCormick, presiding. The Court, having considered the papers submitted in support of the motion of the parties, **HEREBY ORDERS THE FOLLOWING:**

1. The Court grants preliminary approval of the proposed settlement based upon the terms set forth in the Class Action and PAGA Settlement Agreement ("Agreement" or "Settlement") filed herewith. The Court has reviewed the Agreement. ~~and~~ the Amendment to the Agreement, attached hereto as Exhibit "1" and Exhibit "2," respectively, and the Class Notice Packet, attached hereto as Exhibits "3" together with the certified Spanish translation of the Class Notice Packet, attached here as Exhibit "~~5~~4,"~~,~~ all of which are hereby incorporated by reference into this Order. The Agreement appears to be fair, adequate, and reasonable to the Class. The Court finds that: (a) the Agreement resulted from extensive arm's length negotiations; and (b) the Agreement is sufficient to warrant notice of the Agreement to persons in the Class and a full hearing regarding final approval of the Agreement.

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

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

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

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

> "All non-exempt employees who are employed or have been employed by Cirks Construction, Inc. dba KDC Construction, KDC Service and Maintenance, in the State of California who worked one or more pay periods during the PAGA Period, from May 26, 2022 through March 3, 2025." ("Aggrieved Employees")

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

6. The Court preliminarily approves the Gross Settlement Amount in the amount of $270,000.00

7. The Court preliminarily approves the PAGA Penalties in the amount of

$13,500.00 with 75% ($10,125.00) allocated to the LWDA PAGA Payment and 25% ($3,375.00) allocated to the Individual PAGA Payments.

8. The Court preliminarily approves a Class Representative Service Payment to the Class Representative of not more than $5,000.00.

9. The Court preliminarily approves a Class Counsel Fees Payment of not more than 30%, which is currently estimated to be $81,000.00 and a Class Counsel Litigation Expenses Payment of not more than $42,000.00.

10. The Court preliminarily approves an Administrator Expenses Payment not to exceed $6,500.00.

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

12. 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.

13. The Court approves, as to form and content, the Notice of Class Action Settlement to Class Members in substantially the form attached hereto as Exhibit "343" together with the certified Spanish translation attached hereto as Exhibit "45." -

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

15. 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.

16. 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.

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

18. The Court preliminarily appoints Eric B. Kingsley and Kelsey M. Szamet of KINGSLEY SZAMET EMPLOYMENT LAWYERS as Class Counsel.

19. The Court preliminarily appoints Richard Michael De La Riva as Class Representative.

20. The Court preliminarily approves Phoenix ~~Settlement Administrator~~Class Action Administration Solutions~~s~~ as the Administrator.

21. The Court orders the parties and the settlement administrator to carry out their duties and obligations in accordance with terms of the settlement agreement.

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

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

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

a.	Preliminary Approval Granted	_____
b.	Deadline for Defendant to Provide Class Members' Information to Administrator	15 calendar days from Entry of Preliminary Approval
c.	Administrator Shall Mail Notice to Class Members	14 calendar days from receipt of the Class List from Defendant
d.	Deadline for Postmark of Any Request for Exclusion	60 Days from Mailing of Notices
e.	Deadline for Postmark of Any Objection	60 Days from Mailing of Notices
f.	Deadline for Class Counsel to file Motion for Final Approval of Class Settlement	To be determined by the Court _____
g.	Deadline for Class Counsel to file Motion for Attorneys' Fees	To be determined by the Court _____
h.	Final Approval Hearing	~~December 17, 2026~~ March 11, 2027 at 2:00 P.M. _____

25. IT IS FURTHER ORDERED that if the Court does not execute and file an Order of Final Approval and Judgment, or if the Effective Date of Settlement, as defined in the "Agreement, does not occur for any reason, the Agreement and the proposed Settlement that is the subject of this Order shall become null, void, unenforceable and inadmissible in any judicial, administrative or arbitral proceeding for any purpose, and all evidence, court orders and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the ("Agreement.")

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

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

28. The Court retains jurisdiction to enforce the settlement pursuant to Civil Procedure Code section 664.6.

DATED: _____

_____
JUDGE OF THE SUPERIOR COURT

(Proof of Submission to the LWDA)

EXHIBIT "5"

(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 October 29, 2026 I served all interested parties in this action the following documents described as: **THIRD SUPPLEMENTAL DECLARATION OF KELSEY M. SZAMET IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION PAGA SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Mimi Ahn, Esq.
Edwin H. Noah, Esq.
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Attorneys for Defendant

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D.LAW, INC.
400 N. Brand Blvd, 7th Floor
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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.govfa.net/432) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[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 October 29, 2026 at Chino, California.

Leslie Sanchez