Transaction# 21953962

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER
NOV 17 2026
DAVID H. YAMASAKI, Clerk of the Court
BY: _____, DEPUTY

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]

ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Complaint Filed: July 31, 2023

The Motion for Preliminary Approval of the Class Settlement came before this Court on November 12, 2026, the Honorable Melissa R. McCormick, presiding. The Court, having considered the papers submitted in support of the motion of the parties, grants the motion as follows:

1. The Court grants preliminary approval of the proposed settlement set forth in the Class Action and PAGA Settlement Agreement and its amendment (together, the "Agreement," the "Settlement," or the "Settlement Agreement," attached hereto as Exhibits 1 and 2, respectively). The Agreement appears to be fair, adequate, and reasonable, and in the best interests of the Class.

2. For purposes of the Settlement, the 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" ("Class").

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

4. For purposes of the Settlement, 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 Gross Settlement Amount is $270,000.00. The court preliminarily approves the following deductions from the Gross Settlement Amount: (i) total PAGA Penalties of $13,500.00 with 75% ($10,125.00) to be paid to the LWDA and 25% ($3,375.00) to be paid to the aggrieved employees; (ii) an enhancement award to the Class Representative not to exceed $5,000.00; (iii) attorneys' fees to Class Counsel not to exceed $81,000.00; (iv) litigation costs to Class Counsel not to exceed $42,000.00; and (v) settlement administration fees not to exceed $6,500.00.

7. The Settlement falls within the range of reasonableness of a settlement that could

be granted final approval by the court.

8. 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.

9. The Court approves the Notice of Class Action Settlement to Class Members in the form attached hereto as Exhibit 3 in English (a certified Spanish translation of the Notice is attached hereto as Exhibit 4).

10. The Settlement Class is preliminarily certified for settlement purposes only.

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

12. The Court preliminarily approves Richard Michael De La Riva as Class Representative.

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

14. The Court orders the parties, their counsel and the settlement administrator to carry out their duties and obligations in accordance with terms of the Settlement Agreement.

15. A final approval 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 April 1, 2027 at 2:00 p.m. in Department CX105. The motion for final approval shall be filed and served at least 16 court days before the hearing.

16. 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	At least 16 court days before the Final Approval Hearing
g.	Final Approval Hearing	April 1, 2027 at 2:00 P.M.

17. Pending further Order of this Court, all proceedings in this matter except those contemplated herein and in the Agreement are hereby stayed.

18. The Court may adjourn or continue the Final Approval Hearing without further notice to members of the Class.

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

IT IS SO ORDERED.

Dated: November 17, 2026

Melissa R. McCormick
JUDGE OF THE SUPERIOR COURT

(PROOF OF SERVICE)
[CCP 1013(a)(3)]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

On November 17, 2026, I served all interested parties in this action the following documents described as: **[PROPOSED] THIRD AMENDED ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Mimi Ahn, Esq.
Edwin H. Noah, Esq.
KAHANA & FELD LLP
2603 Main Street, Suite 900
Irvine, CA 92614
mahn@kahanafeld.com
enoah@kahanafeld.com
Attorneys for Defendant

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

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

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

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

Executed on November 17, 2026, at Chino, California.

Leslie Sanchez

EXHIBIT "1"

Vinesign Document ID: 7C7BEFEE-5C30-4959-AD51-02C8DB0F1CC0

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff RICHARD MICHAEL DE LA RIVA ("Plaintiff") and Defendant CIRKS CONSTRUCTION, INC. DBA KDC CONSTRUCTION, KDC SERVICE AND MAINTENANCE ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means Plaintiff's lawsuit alleging wage and hour violations against Defendant in the litigation entitled 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, initiated on July 31, 2023 and pending in Superior Court of the State of California, County of Orange.

1.2. "Administrator" means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. "Aggrieved Employee" means: "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 since one (1) year prior to the date of Plaintiff's notice letter to the Labor & Workforce Development Agency ("LWDA") and continuing to the present."

1.5. "Class" means: "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."

1.6. "Class Counsel" means Kingsley Szamet Employment Lawyers.

1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

The signed document can be validated at https://app.vinesign.com/Verify

1.8. "Class Data" means Class Member identifying information in Defendant's possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English [with a Spanish translation, if applicable] in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from May 26, 2022 to March 3, 2025.

1.13. "Class Representative" means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of Los Angeles.

1.16. "Defendant" means named Defendant CIRKS CONSTRUCTION, INC. DBA KDC CONSTRUCTION, KDC SERVICE AND MAINTENANCE.

1.17. "Defense Counsel" means Kahana & Feld LLP.

1.18. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. "Gross Settlement Amount" means $270,000 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.31. "PAGA Period" means the period from May 26, 2022 to March 3, 2025.

1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.33. "PAGA Notice" means Plaintiff's May 26, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties ($13,500) to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees ($3,375.00) and the 75% to LWDA ($10,125.00) in settlement of PAGA claims.

1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. "Plaintiff" means RICHARD MICHAEL DE LA RIVA, the named plaintiff in the Action.

1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.39. "Released Class Claims" means the claims being released as described in Paragraph 6.2 below.

1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 6.2 below.

1.41. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment. The Parties' settlement is expressly conditioned upon the Court's approval of the settlement pursuant to §2699(1)(2).

1.45. "Workweek" means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

2.1. On July 31, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for Penalties Pursuant to Labor Code §2699, et seq., the Private Attorneys General Act ("PAGA") for violations of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 551, 1194, 1194.2, 1199, and 2802. On February 6, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint to add class allegations against Defendant for the previously alleged causes of action. The First Amended Class and Representative Action Complaint is the operative complaint in the Action (the "Operative Complaint.") Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On December 4, 2024, the Parties participated in an all-day mediation presided over by Jason Marsili, which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through formal discovery, time and pay data, phone records. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5. The Court has not granted class certification.

2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay $270,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than $7,500.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35%, which is currently estimated to be $94,500.00 and a Class Counsel Litigation Expenses Payment of not more than $42,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed $6,500 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $6,500, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80%

of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $13,500.00 to be paid from the Gross Settlement Amount, with 75% ($10,125.00) allocated to the LWDA PAGA Payment and 25% ($3,375.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($3,375.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 80 Class Members who collectively worked a total of 4,809 Workweeks, and 80 of Aggrieved Employees who worked a total 4,809 of PAGA Pay Periods.

4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon

as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 15 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 15 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are retuned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the

Administrator shall transmit the funds represented by such checks to the State of California Department of Industrial Relations Unclaimed Wages Fund in the name of the aggrieved employee who did not cash his or her individual settlement payment check. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. 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, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (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; (8) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint; and (9) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release,

and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Participating Class Members: 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 and ascertained in the course of the Action 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 ("Class Release"). Except as set forth in Section 6.3 of this Agreement, 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.

5.3 Release by Non-Participating Class Members Who Are Aggrieved Employees: 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 (i) 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; and (ii) any damages, civil penalties, interest, punitive damages, costs, attorneys' fees, based on the Operative Complaint or PAGA Notice and which occurred during the PAGA Period.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 Defendant's Declaration in Support of Preliminary Approval. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient. In their Declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the

notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator and/or the proposed Cy Pres; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administration Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this

Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice [with Spanish translation, if applicable] substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith. in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 6.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim

preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary

Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE** Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 80 Class Members and 4,809 Total Workweeks during the Class Period and (2) there were 80 Aggrieved Employees who worked 4,809 Pay Periods during the PAGA Period.

8.1 Increase in Class Members. Upon receipt of the Class Data, in the event that the number of Class Members exceeds this estimate by more than 5%, the Administrator shall notify the Parties that of the number of Class Members. To the extent the number of Class Members in the Class Settlement Period increases by more than 5%, Defendant shall have the option to increase the Gross Settlement Amount by a proportionate amount. For example, if the number of Settlement Class Members increases by 6%, Defendant shall have the option to increase the Gross Settlement Amount by 1%.

8.2 Increase in Compensable Work Weeks. Upon receipt of the Class Data, in the event that the number of Compensable pay periods exceed this estimate by more than 5%, the Administrator shall notify the Parties that of the number of Class Members. To the extent the number of Compensable pay periods in the Class Settlement Period increases by more than 5%, Defendant shall have the option to increase the Gross Settlement Amount by a proportionate amount. For example, if the number of pay periods increase by 6%, Defendant shall have the option to increase the Gross Settlement Amount by 1%.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than [seven] days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code

section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later that five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the

appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This

paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

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

12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

KINGSLEY SZAMET & LY
Eric B. Kingsley
Kelsey M. Szamet
Jessica Bulaon

16133 Ventura Blvd., Suite 1200
Encino, CA 91436

To Defendant:

KAHANA & FELD LLP
Cecilia Hong
Brad Stuckey
2603 Main Street, Suite 900
Irvine, CA 92614

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: May 14, 2025

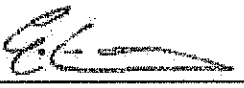
By: _____
PLAINTIFF Richard Michael De La Riva

Dated: ~~May 14, 2025~~
Jun 12, 2025

By: Trent Jeppson
Trent Jeppson (Jun 12, 2025 16:21 PDT)
DEFENDANT CIRKS CONSTRUCTION, INC. DBA KDC CONSTRUCTION, KDC SERVICE AND MAINTENANCE

Dated: May 14, 2025

KINGSLEY SZAMET & LY

By: 

Eric B. Kingsley
Kelsey M. Szamet
Jessica Bulaon
Attorneys for Plaintiff, the Proposed Class, and all aggrieved employees

Dated: ~~May 14, 2025~~
June 12, 2025

KAHANA & FELD LLP

By: */s/ Cecilia Hong*

Cecilia Hong
Brad Stuckey
Attorneys for Defendant CIRKS CONSTRUCTION, INC. DBA KDC CONSTRUCTION, KDC SERVICE AND MAINTENANCE

EXHIBIT "2"

Vinesign Document ID: 0E44615C-7C9E-457D-8318-97577D6C0F35

AMENDMENT TO CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Amendment ("Amendment") to the Class Action and PAGA Settlement Agreement ("Agreement") is made and entered into between RICHARD MICHAEL DE LA RIVA ("Plaintiff") and Defendant CIRKS CONSTRUCTION, INC. DBA KDC CONSTRUCTION, KDC SERVICE AND MAINTENANCE ("Defendant"). Plaintiff and Defendant are collectively referred to herein as the "Parties." This Amendment is incorporated into the Agreement, the Class and PAGA Notice, the Exclusion Form, and the Objection Form, and is intended to modify the Agreement to the extent stated below and not to supersede it.

I. AMENDMENTS TO THE SETTLEMENT AGREEMENT

The Parties agree, for valuable consideration, that:

(i) On or around June 12, 2025, Plaintiff and Defendant entered into a Class Action and PAGA Settlement Agreement ("Agreement").

(ii) The Parties hereby amend Paragraph 1.4 of the Agreement by defining "Aggrieved Employee" as follows:

1.4. "Aggrieved Employee" means: "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 22, 2022 through March 3, 2025."

(iii) The Parties hereby amend Paragraph 1.24 of the Agreement by defining "Individual PAGA Payment" as follows:

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA pay periods worked during the PAGA Period.

(iv) The Parties hereby amend Paragraph 1.43 of the Agreement by defining "Response Deadline" as follows:

1.43. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, (b) fax, email, or mail his or her Objection to the Settlement, or (c) fax, email, or mail his or her dispute or challenge regarding the number of workweeks or pay periods. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

(v) The Parties hereby amend Paragraph 4.4.3 of the Agreement as follows:

The signed document can be validated at https://app.vinesign.com/Verify

For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and called after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member who did not cash his or her individual settlement payment check thereby leaving no "unpaid residue" subject to the requirements of California Civil Code Procedure Section 384, subd. (b).

(vi) The Parties hereby amend Paragraph 5 of the Agreement as follows:

5. RELEASES OF CLAIMS. 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, Plaintiff, Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

(vii) The Parties hereby amend Paragraph 5.2 of the Agreement as follows:

5.2. Release by Participating Class Members: 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 ("Class Release"). Except as set forth in Section 5.3 of this Agreement, 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.

(viii) The Parties hereby amend Paragraph 5.3 of the Agreement as follows:

5.3. Release by Aggrieved Employees: 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.

(ix) The Parties hereby amend Paragraph 7.6 of the Agreement as follows:

7.6. Challenges to Calculation of Workweeks: Each Class Member shall have until the Response Deadline to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. 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, 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 settlement administrator may make the initial decision regarding claim disputes, the court may review any decision made by the settlement administrator regarding a claim dispute.

(x) The Parties hereby amend Paragraph 7.8.4 of the Agreement as follows:

7.8.4. Workweek and/or Pay Period Challenges: 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.

II. AMENDMENTS TO THE CLASS AND PAGA NOTICE

(xi) The Parties hereby amend the title of the notice to: COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL.

(xii) The Parties hereby amend the first paragraph of the Page 1 of the notice as follows:

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")

(xiii) The Parties hereby amend the fourth paragraph of Page 1 of the notice as follows:

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.

(xiv) The Parties hereby amend the fifth paragraph of Page 1 of the notice as follows:

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.

(xv) The Parties hereby amend Section 1 of the notice as follows:

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 & Ly ("Class Counsel.")

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

(xvi) The Parties hereby amend Section 2 of the notice as follows:

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 an 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.

(xvii) The Parties hereby amend Section 3(1) of the notice as follows:

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.

(xviii) The Parties hereby amend Section 3(2)(A) of the notice as follows:

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.

(xix) The Parties hereby amend Section 3(2)(C) of the notice as follows:

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

(xx) The Parties hereby amend Section 3(2)(D) of the notice as follows:

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.

(xxi) The Parties hereby amend Section 3(4) of the notice as follows:

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.

(xxii) The Parties hereby amend Section 3(5) of the notice as follows:

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 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.

(xxiii) The Parties hereby amend Section 3(9) of the notice as follows:

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.

(xxiv) The Parties hereby amend Section 3(10) of the notice as follows:

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 are as follows:

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.

(xxv) The Parties hereby amend Section 4(2) of the notice as follows:

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

(xxvi) The Parties hereby amend Section 4(3) of the notice as follows:

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 can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. 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 will make an initial determination regarding the dispute. All disputes submitted by Class Members and the resolution of the disputes will be filed with the Court. The Court retains authority to review any determinations made by the Administrator regarding a dispute.

(xxvii) The Parties hereby amend Section 7 of the notice as follows:

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 https://www.phoenixclassaction.com/ or the Court's website https://www.occourts.org/online-services/case-access/civil-case-access.

(xxviii) The Parties hereby amend Section 8 of the notice as follows:

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 [www.etc.] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

(xxix) The Parties hereby amend Section 9 of the notice as follows:

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 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 LAWYERS
Eric B. Kingsley
Kelsey M. Szamet
Jessica Bulaon
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

(xxx) The Parties hereby amend the notice and move the following statement to the end of the notice:

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

(xxxi) The Parties hereby amend Section 10 of the notice as follows:

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.

III. AMENDMENTS TO THE EXCLUSION FORM

(xxxii) The Parties hereby amend the first paragraph of the exclusion form as follows:

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.

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 CVRI2305219.

(xxxiii) The Parties hereby amend the fourth paragraph of the exclusion form as follows:

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.

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.*

(xxxiv) The Parties hereby amend the method of transmitting the exclusion form as follows:

IN ORDER TO BE VALID, THIS REQUEST FOR EXCLUSION FORM MUST BE COMPLETED, SIGNED, MAILED BY AND 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
Facsimile: (949) 209-2503

PARA QUE SEA VÁLIDO, ESTE FORMULARIO DE SOLICITUD DE EXCLUSIÓN DEBE COMPLETARSE, FIRMARSE, ENVIARSE POR CORREO Y TENER UN MATASELLOS, FAX O CORREO ELECTRONICO CON FECHA O ANTERIOR AL **[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

IV. AMENDMENTS TO THE OBJECTION FORM

(xxxv) The Parties hereby amend the objection form as follows:

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.

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

(xxxvi) The Parties hereby amend the method of transmitting the objection form as follows:

IN ORDER TO BE VALID, THIS OBJECTION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL AND 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

PARA QUE SEA VÁLIDO, ESTE FORMULARIO DE OBJECIÓN DEBE COMPLETARSE, FIRMARSE, ENVIARSE POR CORREO DE PRIMERA CLASE Y TENER UN MATASELLOS, FAX O CORREO ELECTRONICO, CON FECHA O ANTERIOR **AL XX**. 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

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THE UNDERSIGNED FURTHER STATE THAT THEY HAVE HAD A REASONABLE TIME WITHIN WHICH TO CONSIDER THIS AMENDMENT BEFORE EXECUTING IT, THAT THEY CAREFULLY READ THE AMENDMENT, THAT THEY HAVE DISCUSSED THIS AMENDMENT WITH THEIR OWN LEGAL COUNSEL, THAT THEY KNOW AND UNDERSTAND ITS CONTENTS, INCLUDING, BUT NOT LIMITED TO, ITS BINDING EFFECT, AND THAT THEY SIGN THIS AMENDMENT AS THEIR OWN FREE ACT.

IN WITNESS WHEREOF, the Parties hereto hereby execute this Amendment as of the dates set forth below their names.

RICHARD MICHAEL DE LA RIVA

Signature: _____

Dated: 2-26, 2026

CIRKS CONSTRUCTION, INC. DBA KDC CONSTRUCTION, KDC SERVICE AND MAINTENANCE

Signature: _____

Name: Trent Jeppson

Title: VP Operations

Dated: April 2, 2026

AS TO FORM ONLY

DATED: April 8, 2026

KINGSLEY SZAMET EMPLOYMENT LAWYERS

By: _____

Eric B. Kingsley
Kelsey M. Szamet
Attorneys for Plaintiff MICHAEL RICHARD DE LA RIVA

DATED: April 8, 2026

KAHANA & FELD LLP

By: _____

Mimi Ahn
Attorneys for CIRKS CONSTRUCTION, INC. DBA KDC CONSTRUCTION, KDC SERVICE AND MAINTENANCE

EXHIBIT "3"

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.

9. 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.

10. 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.com 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
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 "4"

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

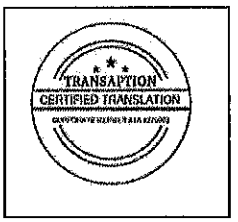
10. ¿QUÉ SUCEDE SI PIERDE SU CHEQUE DE ACUERDO?

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.



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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

ata American Translators Association CORPORATE MEMBER

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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: _____

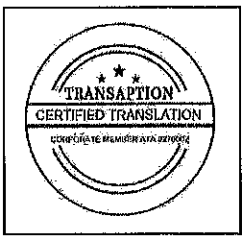
Dirección de residencia:_____

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



«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-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



(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 November 16, 2026, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER COVER SHEET** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Mimi Ahn, Esq.
Edwin H. Noah, Esq.
KAHANA & FELD LLP
2603 Main Street, Suite 900
Irvine, CA 92614
mahn@kahanafeld.com
enoah@kahanafeld.com
Attorneys for Defendant

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

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

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

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

Executed on November 16, 2026, at Chino, California.

Leslie Sanchez

TRANSAPTION

Transcription, Translation & Caption made simple

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

ata American Translators Association CORPORATE MEMBER

TRANSAPTION CERTIFIED TRANSLATION

TRANSAPTION

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

TRANSLATION CERTIFICATION

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

Christina Harmon

Christina Guerrero Harmon

10/23/2026

Date

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SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CIVIL COMPLEX CENTER

MINUTE ORDER

DATE: 11/17/2026 TIME: 11:25:00 AM DEPT: CX105

JUDICIAL OFFICER PRESIDING: Melissa R. McCormick
CLERK: J. Quamina
REPORTER/ERM: None
BAILIFF/COURT ATTENDANT:

CASE NO: **30-2023-01339825-CU-OE-CXC** CASE INIT.DATE: 07/31/2023
CASE TITLE: **De La Riva vs. Cirks Construction, Inc.**
CASE CATEGORY: Civil - Unlimited CASE TYPE: Other employment

EVENT ID/DOCUMENT ID: 75011871

EVENT TYPE: Chambers Work

APPEARANCES

There are no appearances by any party.

Pursuant to Court's motion the Motion for Final Approval is continued from 03/18/2027 to 04/01/2027 at 02:00 PM in this department.

Court orders Courtroom Clerk to give notice.