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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

AUG 24 2026

BY _____
VALERIE URUENA, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

JOSE RIOS on behalf of himself, all others similarly situated, and on behalf of the general public,

Plaintiffs,

v.

BURKE MASONRY SERVICES INC.; and DOES 1-100,

Defendants.

Case No. CIVSB2416746

[*Assigned for all purposes to the Honorable Kevin C. Lee; Dept. S26*]

REVISED [~~PROPOSE~~D] ORDER GRANTING PLAINTIFF JOSE RIOS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, CONDITIONAL CERTIFICATION, APPROVAL OF CLASS NOTICE, SETTING OF FINAL APPROVAL HEARING DATE

Date: August 10, 2026
Time: 8:30 a.m.

Complaint Filed: May 15, 2024
Trial Date: None Set

I. RECITALS

This action is currently pending before this Court as a putative class action (the "Action"). Plaintiff Jose Rios has applied to this Court for an order preliminarily approving the settlement of the Action in accordance with the Joint Stipulation and Settlement Agreement (the "Agreement"), which together with the exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement and entry of judgment upon the terms and conditions set forth therein. The Court has read and considered the Memorandum of Points and Authorities in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement, Conditional Certification, Approval of Class Notice, Setting of Final Approval Hearing Date and the declarations submitted therewith. For purposes of this Order, the Court adopts all defined terms as set forth in the Agreement.

II. FINDINGS

After review and consideration of the Agreement and Plaintiff's motion for preliminary approval and the papers in support thereof, the Court hereby finds and orders as follows:

1. The Agreement falls within the range of reasonableness meriting possible final approval.

2. The certification of the Class solely for purposes of settlement is appropriate in that: (1) the Class Members are ascertainable and so numerous that joinder of all Class Members is impracticable; (2) there are questions of law and fact common to the Class which predominate over any individual questions; (3) Plaintiff's claims are typical of the claims of the Class; (4) Plaintiff and his Counsel have fairly and adequately represented and protected the interests of the Class; and (5) a class action, and class-wide resolution of the action via class settlement procedures is superior to other available methods for the fair and efficient adjudication of the controversy.

3. The Agreement, and the obligations of the Parties as set forth therein, is fair, reasonable, and is an adequate settlement of this case and is in the best interests of the Class in light of the factual, legal, practical, and procedural considerations raised by this case.

4. Plaintiff does not have any conflicts that would preclude him from serving as Class Representative, and his appointment comports with the requirements of due process.

5. Class Counsel does not have any conflicts that would preclude them from acting as

Class Counsel, and they meet the requirements for appointment as Class Counsel and the requirements of due process.

6. The Notice of Class Action Settlement ("Class Notice") attached as **Exhibit A** to the Agreement complies with due process because the Class Notice is reasonably calculated to adequately apprise Class Members of: (a) the pending lawsuit; (b) the terms of the proposed Agreement; and (c) their rights, including the right to either participate in the settlement, exclude themselves from the settlement, or object to the settlement. Plaintiff's proposed plan for notifying the Class Members and settlement administration is the best notice practicable under the circumstances.

III. ORDER

The Court having considered the papers submitted in support of the motion for preliminary approval, HEREBY ORDERS THE FOLLOWING:

1. The Court finds on a preliminary basis that the provisions of the Agreement are fair, just, reasonable, and adequate and, therefore, meet the requirements for preliminary approval.

2. The following Class is conditionally certified for purposes of settlement only: All individuals who worked for Burke Masonry Services, Inc. as hourly non-exempt employees in California at any time between May 15, 2020, and September 8, 2025 and have not already released the claims covered under this Settlement.

3. The Agreement provides for the following release as to Participating Class Members,[1] which is hereby approved conditionally: The Released Class Claims include any and all claims Participating Class Members have or may have against the Released Parties that were asserted in the Second Amended Complaint or that could have arisen out of the allegations made in the Second Amended Complaint. This release shall be for the Class Period.

4. This settlement also releases claims under the Private Attorneys General Act of 2004 ("PAGA"). These claims are asserted on behalf of Aggrieved Employees defined as: All Class Members who worked at least one pay period for Defendant between April 19, 2023, and

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[1] Participating Class Members are all Class Members who do not submit a valid and timely Opt-Out or Request for Exclusion.

September 8, 2025.

5. The Agreement provides for the following release as to PAGA Aggrieved Employees, which is hereby approved conditionally: The Released PAGA Claims include any and all claims Aggrieved Employees have or may have against the Released Parties that were asserted in the Second Amended Complaint and PAGA Notice or that could have arisen out of the allegations made in the Second Amended Complaint and PAGA Notice. This release shall be for the PAGA Period.

6. The settlement appears to be fair, adequate, and reasonable to the Class. The settlement falls within the range of reasonableness and appears to be presumptively valid, subject only to any objections that may be raised at the final approval hearing and final approval by this Court.

7. Plaintiff Jose Rios is conditionally approved as the Class Representative for the Class.

8. The Court acknowledges the request for a Class Representative Enhancement Payment of $10,000 to Plaintiff Jose Rios for his service as class representative which will be decided at the time of Final Approval.

9. Mara Law Firm, PC, is conditionally approved as Class Counsel for the Class.

10. The proposed awards of up to $100,000 in attorneys' fees and up to $40,000 in actual costs payable to Class Counsel are preliminarily approved.

11. A final approval hearing on the question of whether the settlement, attorneys' fees and costs to Class Counsel, and the Class Representative Enhancement Payment should be finally approved as fair, reasonable and adequate as to Class Members is scheduled in Department S26 on the date and time set forth in the Implementation Schedule below.

12. The Court confirms ILYM Group, Inc. as the Settlement Administrator.

13. The proposed payment of up to $10,000 to ILYM Group, Inc. for its services as the Settlement Administrator is preliminarily approved.

14. The Agreement provides from the Gross Settlement Amount a PAGA Payment of $25,000 (75% of which shall be paid to the Labor and Workforce Development Agency, and 25%

of which shall be distributable to Aggrieved Employees).

15. The Court approves, as to form and content, the Class Notice in substantially the form attached as **Exhibit A** hereto. The Court approves the procedure for Class Members to participate in, to opt out of, and to object to, the settlement as set forth in the notice.

16. The Court directs the mailing of the notice of class action settlement by first class mail to Class Members with known addresses in accordance with the Implementation Schedule below. The Court directs publication of the notice of class action settlement to Class Members with unknown addresses through a settlement website administered by the Settlement Administrator in accordance with the Implementation Schedule below. The Court finds the dates selected for the mailing, distribution, and publication of the notice, as set forth in the Implementation Schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

17. Pursuant to California Code of Civil Procedure section 664.6 and Rule 3.769(h) of the California Rules of Court, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this Order and the Settlement.

IV. IMPLEMENTATION SCHEDULE

The Court orders the following Implementation Schedule for further proceedings:

Deadline for Defendant to submit Class Data to Settlement Administrator:	14 calendar days after entry of this Order
Deadline for Settlement Administrator to Mail Class Notices to Class Members with Known Addresses	14 calendar days after receipt of the Class Data
Deadline for Class Members to Postmark Requests for Exclusion, Objections, or Disputes ("Response Deadline")	30 calendar days after initial mailing of Notice to Class Members
Deadline for Class Counsel to file a Motion for Final Approval	16 court days before Final Approval Hearing

Deadline to Provide the Court with the Settlement Administrator's Declaration Outlining Requests for Exclusion, Objections, and Disputes	16 court days before Final Approval Hearing
Final Approval Hearing and Final Approval	February 1, 2027, at 8:30 a.m.

IT IS SO ORDERED.

Dated: AUG 24 2026, 2026

By _____
Honorable Kevin C. Lee
San Bernardino County Superior Court Judge

Exhibit A

CALIFORNIA SUPERIOR COURT, COUNTY OF SAN BERNARDINO

Jose Rios, on behalf of himself, all others similarly situated, and on behalf of the general public, Plaintiff, v. Burke Masonry Services, Inc., Defendant

Case No. CIVSB2416746 ("Complaint" or "Action")

NOTICE OF CLASS ACTION SETTLEMENT

A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected by whether you act or don't act.

TO: All individuals who worked for Burke Masonry Services, Inc. ("Defendant" or "Burke") as hourly non-exempt employees in California at any time between May 15, 2020, and September 8, 2025.

The California Superior Court, County of San Bernardino has granted preliminary approval to a proposed settlement ("Settlement") of the above-captioned action ("Action"). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement ("Notice") carefully.

The Court has certified the following class for settlement purposes ("Class" or "Class Members"):

> All individuals who worked for Burke Masonry Services, Inc. as hourly non-exempt employees in California at any time between May 15, 2020, and September 8, 2025 and have not already released the claims covered under this Settlement.

The purpose of this Notice is to provide a brief description of the claims alleged in the Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

The proposed Settlement has two main parts: (1) a class settlement requiring Defendant to fund Individual Class Settlement Shares, and (2) a PAGA settlement requiring Defendant to fund Individual PAGA Settlement Shares 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 Settlement Share is estimated to be $INSERT (less tax withholdings) and your Individual PAGA Settlement Share is estimated to be $INSERT**. 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 any pay periods during the PAGA Period.

The above estimates are based on Defendant's records showing that **you worked INSERT workweeks** during the Class Period (the Class Period is May 15, 2020, through September 8, 2025) and **you worked INSERT pay periods** during the PAGA Period (the PAGA Period is April 19, 2023, through September 8, 2025). If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 10 of this Notice.

WHAT INFORMATION IS IN THIS NOTICE

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1. Why Have I Received This Notice?

Burke's records indicate that you may be a Class Member. The settlement will resolve all Class Members' Released Claims, as described in Section No. 9 below, from May 15, 2020, through September 8, 2025 (this time period is referred to as the "Class Period"). If you worked for Burke at some time during the Class Period, you may be entitled to money under this settlement. This notice provides you with basic information about the case and advises you of your options with regard to the settlement.

A Preliminary Approval Hearing was held on August 10, 2026, in the California Superior Court, County of San Bernardino. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

2. What Is This Case About?

A class action complaint was filed by Jose Rios on May 15, 2024, in San Bernardino County Superior Court (Case No. CIVSB2416746) alleging that Defendant failed to pay all straight time and overtime wages, failed to provide lawful meal, rest, and recovery periods, failed to adopt a complaint sick pay/paid time off policy, failed to provide accurate itemized wage statements, failed to pay all wages due at the termination of employment, failed to reimburse for all business expenses, and violated the Unfair Competition Law.

Plaintiff provided notice to the Labor and Workforce Development Agency ("LWDA") in accordance with the Private Attorneys General Act of 2004 ("PAGA") on April 19, 2024. On October 18, 2024, the Parties stipulated to allow Plaintiff to file a First Amended Complaint that added a cause of action for Defendant's alleged violation of the PAGA. On November 4, 2024, the Court granted this stipulation. Plaintiff filed his First Amended Complaint on November 5, 2024.

On April 17, 2026, the Parties stipulated to allow Plaintiff to file a Second Amended Complaint to add certain sections of the *California Labor Code* to the claims covered by the Settlement, which address wages, working conditions, and meal and rest periods. On May 5, 2026, the Court granted this stipulation, and Plaintiff filed his Second Amended Complaint on June 3, 2026.

The Court has not made any determination as to whether the claims advanced by the Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of

Plaintiff or Defendant; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

Defendant expressly denies that it did anything wrong or that it violated the law and further deny any liability whatsoever to Plaintiff or to the Class.

3. Am I A Class Member? Am I An Aggrieved Employee?

You are a Class Member if you worked for Burke as hourly non-exempt employees in California at any time between May 15, 2020, and September 8, 2025 and have not already released the claims covered under this Settlement.

If you are a Class Member and worked at least one pay period for Defendant at any time between April 19, 2023, and September 8, 2025, you are also an "Aggrieved Employee" under the settlement.

4. How Does This Class Action Settlement Work?

Plaintiff Jose Rios brings this action behalf of himself and all other similarly situated individuals who worked for Defendant as non-exempt employees in California at any time during the Class Period. Plaintiff and these other individuals comprise a "Class" and are "Class Members." The settlement of this Action resolves the Released Claims of all Class Members, as defined in the Settlement Agreement and Final Judgment, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff and Class Counsel believe the settlement is fair and reasonable. The Court must also review the terms of the settlement and determine if it is fair and reasonable to the Class. On [date of ruling on preliminary approval], the Court directed that you receive this notice.

The Court will hold a Final Approval Hearing concerning the proposed settlement on February 1, 2027, at 8:30 a.m., in Department S26 before Judge Kevin C. Lee, located at 247 W. 3rd Street, San Bernardino, CA 92415. The date of the Final Approval Hearing may change without further notice to the Class. You are advised to check the Court's website (instructions on accessing this site are provided in Section 12 of this Notice) to confirm that the date has not been changed.

5. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiff and the Class ("Class Counsel")	Attorneys for Burke
MARA LAW FIRM, PC David Mara dmara@maralawfirm.com Jill Vecchi jvecchi@maralawfirm.com 3160 Camino Del Rio South, Suite 207 San Diego, California 92108 Telephone: (619) 234-2833	**O'HAGAN MEYER** Katherine Den Bleyker Alyson M. Dudkowski Meghan E. McNally 550 S. Hope Street, Suite 2400 Los Angeles, California 90071

The Court has decided that Mara Law Firm, PC, is qualified to represent you and all other Class Members simultaneously.

You do not need to hire your own attorney because Class Counsel is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

6. What Are My Options?

The purpose of this Notice is to inform you of the proposed settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

***Important Note*: Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.**

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this Class Action and may receive a payment from the Settlement. You will be bound to the release of the Released Class Claims as defined in the Settlement Agreement and the Final Judgment. You will also give up your right to pursue the Released Class Claims as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may "opt out," which will remove you from the Class and this Class Action. If the Court grants final approval of the Settlement, you will not receive a Settlement payment and you will not give up the right to sue Defendant and the Released Parties for the Released Class Claims. If you are an Aggrieved Employee, you will receive a portion of the PAGA Payment, even if you opt-out of the settlement.
- **OBJECT:** You may assert a legal objection to the proposed settlement. If you would like to object, you may not opt out of this case.

7. How Do I Opt Out Or Exclude Myself From This Settlement?

If you do not want to take part in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator. To do this, you can use the enclosed Request for Exclusion Form. You must fully complete the enclosed Request for Exclusion Form. Alternatively, you can send a written request for exclusion that includes all of the following: (a) state your name, address, telephone number, and social security number or employee identification number; (b) state your intention to exclude yourself from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator at [address]; and (d) be signed by you or your lawful representative. Your Request for Exclusion Form or other written Request for Exclusion must be postmarked no later than [the Response Deadline].

If the Court approves the Settlement at the Final Approval Hearing, the Court will enter a Final Judgment. If you do not request exclusion from the Settlement, the Final Judgment will bind you to the terms of the Settlement. If you are an Aggrieved Employee, you will receive a portion of the PAGA Payment, even if you opt-out of the settlement.

8. How Do I Object To The Settlement?

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by submitting your objection in writing, signed, dated, and mailed to the Settlement

Administrator postmarked no later than [the Response Deadline]. To do this, you can use the enclosed Formal Objection Form. You must fully complete the enclosed Formal Objection Form. Alternatively, you can send an objection that includes all of the following: (a) your full name, address, and telephone number; (b) the words "Notice of Objection" or "Formal Objection;" (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) you may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) you intend to offer at the Final Approval Hearing.

Class Members may appear at the Final Approval Hearing, either in person or through the objector's own counsel. If the Court rejects the objection, he/she will receive an Individual Settlement Share payment and will be bound by the terms of the Settlement.

9. How Does This Settlement Affect My Rights? What are the Released Claims?

If the proposed settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court's Final Judgment and will release Defendant and the Released Parties[1] from the Released Class Claims: The Released Class Claims include any and all claims Participating Class Members have or may have against the Released Parties that were asserted in the Second Amended Complaint or that could have arisen out of the allegations made in the Second Amended Complaint. The claims in the Second Amended Complaint are: (1) failure to pay all straight time wages; (2) failure to pay all overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to authorize and permit recovery periods; (6) failure to adopt a compliant sick pay/paid time off policy; (7) knowing and intentional failure to comply with itemized employee wage statement provisions; (8) failure to pay all wages due at the time of termination of employment; (9) failure to reimburse/illegal deductions; and (10) violation of the Unfair Competition Law. This release shall be for the Class Period.

Additionally, the LWDA will be bound by the Final Judgment and will release the Released Parties from the Released PAGA Claims. The Released PAGA Claims include: The Released PAGA Claims include any and all claims Aggrieved Employees have or may have against the Released Parties that were asserted in the Second Amended Complaint and PAGA Notice or that could have arisen out of the allegations made in the Second Amended Complaint and PAGA Notice. The PAGA claims in the Second Amended Complaint and PAGA Notice are: (1) failure to pay all straight time wages; (2) failure to pay all overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to authorize and permit recovery periods; (6) failure to adopt a compliant sick pay/paid time off policy; (7) knowing and intentional failure to comply with itemized employee wage statement provisions; (8) failure to pay all wages due at the time of termination of employment; (9) failure to reimburse/illegal deductions; and (10) failure to pay employees twice per month. This release shall be for the PAGA Period.

10. How Much Can I Expect to Receive From This Settlement?

The total maximum amount that Defendant could be required to pay under this Agreement shall be up to but no more than $300,000 ("Gross Settlement Amount" or "GSA").

A. Deductions from the Settlement

[1] "Released Parties" mean Defendant, and each of its former, present and future owners, parents, and subsidiaries, and all of their current, former and future spouse(s), children, officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

The "Net Settlement Amount" or "NSA" means the portion of the Gross Settlement Amount, available for distribution to Class Members after the deduction of (1) the Class Representative Enhancement Payment to the named Plaintiff in an amount up to $10,000, for prosecution of the Action, risks undertaken for the payment of attorneys' fees and costs, and a broader release of claims; (2) the Settlement Administration Costs to the Settlement Administrator in an amount estimated not to exceed $10,000; (3) a payment of $25,000 allocated to the PAGA claims; (4) Employer Taxes; and (5) payment to Class Counsel in an amount not to exceed $100,000 (one-third of the Gross Settlement Amount) for attorneys' fees and an amount not to exceed $40,000 for litigation costs. All of these payments are subject to court approval.

B. How Class Member Settlement Payments are Calculated

After deducting the above-referenced items, the remaining Net Settlement Amount, will be proportionately distributed amongst all Class Members who have not opted out. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to (i) the number of weeks he or she worked for Defendant, based on the Class Data provided by Defendant, divided by (ii) the total number of weeks worked by all Participating Class Members based on the same Class Data, which is then multiplied by the Net Settlement Amount. Therefore, the value of each Class Member's Individual Settlement Share ties directly to the amount of weeks that he or she worked during the Class Period (May 15, 2020, through September 8, 2025).

C. How Aggrieved Employee Settlement Payments are Calculated

If you are an Aggrieved Employee under the settlement, you will also receive a portion of the PAGA Payment. Pursuant to PAGA, the LWDA will receive a payment of $18,750 (75% of the $25,000 total PAGA Payment). The remaining $6,250 is the "Net PAGA Settlement Amount" and will be proportionately distributed amongst all Aggrieved Employees. Each Aggrieved Employee will receive a proportionate share of the Net PAGA Settlement Amount that is equal to (i) the number of workweeks he or she worked for Defendant, based on the PAGA Data provided by Defendant, divided by (ii) the total number of workweeks worked by all Aggrieved Employees based on the same PAGA data, which is then multiplied by the Net PAGA Settlement Amount. Therefore, the value of each Aggrieved Employee's Individual PAGA Settlement Share ties directly to the amount of workweeks that he or she worked during the PAGA Period (April 19, 2023, through September 8, 2025).

D. Your Estimated Settlement Payment

Although your exact share of the Net Settlement Amount as a Class Member cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: $_____, less taxes. This is based on the Class Data which shows you worked ___ workweeks during the period of May 15, 2020, through September 8, 2025.

If you are also an Aggrieved Employee, you will receive a share of the Net PAGA Settlement Amount. Based upon the calculation above, your approximate share of the Net PAGA Settlement Amount, is as follows: $_____. This is based on the PAGA Data which shows you worked ___ pay periods during the period of April 19, 2023, through September 8, 2025.

If you believe the number of workweeks attributed to you is incorrect, you must call the Settlement Administrator at [PHONE NUMBER] no later than [RESPONSE DEADLINE] or mail documentation to the to the Settlement Administrator at [ADDRESS] that is postmarked no later than [RESPONSE DEADLINE]. You should produce any available supporting evidence, such as wage statements, offers of employment, termination letters, and/or other employment records, to the Settlement Administrator. The documentation should provide evidence of the dates you contend you worked for Burke during the Class or PAGA Period.

E. Tax Treatment of Your Settlement Payments

A third (33.33%) of each Individual Class Settlement Share is intended to settle each Class Member's claims for unpaid wages (the "Wage Portion"). The Wage Portion will be reduced by applicable payroll tax withholdings and deductions. Defendant's share of legally required payroll taxes for the Wage Portion will be calculated by the Settlement Administrator and paid by Defendants separately from the GSA. The Settlement Administrator will issue an IRS Form W-2 to each Participating Class Member with respect to the Wage Portion of his/her Individual Class Settlement Share.

Two-thirds (66.66%) of the Individual Class Settlement Share is intended to settle each Class Member's claims for interest and penalties/other payments. The Non-Wage Portion will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Participating Class Member an IRS Form 1099 with respect to the Non-Wage Portion of his/her Individual Class Settlement Share.

If you are an Aggrieved Employee, your Individual PAGA Settlement Share will be apportioned as 100% penalties. This will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Aggrieved Employee an IRS Form 1099 with respect to his/her Individual PAGA Settlement Share.

F. What Happens If You Don't Cash Your Check?

Please note that you must cash or deposit your settlement check within 180 calendar days after the check is mailed to you. If your check was lost or misplaced or you have changed your address, please contact the Settlement Administrator at [PHONE NUMBER]. All funds associated with the Individual Settlement Share checks returned as undeliverable and funds associated with those checks remaining un-cashed, shall escheat to the State of California Controller's Office under the Unclaimed Property Statutes in the name of the Class Member.

11. How Will the Attorneys for the Class and the Class Representatives Be Paid?

The attorneys for Plaintiff and the Class will be paid from the Gross Settlement Amount. Subject to Court approval, the attorneys for Plaintiff and the Class shall be paid an amount not to exceed one-third of the Gross Settlement Amount ($100,000) for attorney fees and $40,000 for litigation costs.

Defendant has paid all of their own attorneys' fees and costs.

Plaintiff will also be paid, subject to Court approval, an amount not to exceed $10,000, as an enhancement for the initiation of and prosecution of this case, the risks undertaken for the payment of costs in the event this case had been lost, and a broader release of claims.

12. What do I do if I Need More Information or Have Questions?

This notice summarizes the proposed settlement. You can receive a copy of the settlement agreement by contacting Class Counsel at (619) 234-2833, or by accessing the Court docket in this case through the Court's website at https://www.sb-court.org, or by visiting the office of the Court at 247 W. 3rd Street, San Bernardino, CA 92415 between 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. You may also ask Class Counsel for a copy of any of the case documents to be mailed to you free of charge. Please refer to the *Rios v. Burke Masonry Service, Inc.* Class Action Settlement when calling the Settlement Administrator or Class Counsel.

To view the case documents on the Court's website, access the website https://sanbernardino.courts.ca.gov/. Once at this website, click on the "Online Services" link. Then click the link that says "Case Information & Documents." Then click on the link for "Case Information & Documents." At the bottom of the page, click on the link "Accept (Court Access Portal)." Then, click on the heading "Search" and select "Case Information" under that heading. On the next page, type the case number "CIVSB2416746" into the box with the words Case Number." Then, click the "Search" button. This will take you to the case information. If you select the heading "Documents" on this page you will be able to access all of the documents filed in the case.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to Class Counsel or the Settlement Administrator.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

REQUEST FOR EXCLUSION FORM

Jose Rios, on behalf of himself, all others similarly situated, and on behalf of the general public, Plaintiff, v. Burke Masonry Services, Inc., Defendant
Case No. CIVSB2416746
San Bernardino County Superior Court

IF YOU DO **NOT** WANT TO PARTICIPATE IN THE SETTLEMENT AND DO **NOT** WANT TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT, YOU CAN SIGN AND FILL OUT THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL TO THE ADDRESS BELOW SO THAT IT IS POSTMARKED ON OR BEFORE [**RESPONSE DEADLINE**].

INSERT ADMIN NAME
SETTLEMENT ADMIN ADDRESS

I confirm that I have received notice of the proposed settlement in this action. I have decided to be excluded from the settlement, and I have decided **not** to participate in the proposed settlement. Please note that you cannot request to be excluded from the PAGA portion of the settlement. As such, if you request to be excluded from the settlement and are a PAGA Aggrieved Employee, you will still receive your portion of the PAGA Fund.

_____ (Date)

_____ (Signature)

_____ (Address)

_____ (Type or Print Name)

_____ (City, State, Zip)

_____ (Social Security Number or Employee Identification Number)

_____ (Telephone Number)

FORMAL OBJECTION FORM

Jose Rios, on behalf of himself, all others similarly situated, and on behalf of the general public, Plaintiff, v. Burke Masonry Services, Inc., Defendant
Case No. CIVSB2416746
San Bernardino County Superior Court

IF YOU WANT TO OBJECT TO THE SETTLEMENT, YOU CAN SIGN AND FILL OUT THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL TO THE ADDRESS BELOW SO THAT IT IS POSTMARKED ON OR BEFORE [**RESPONSE DEADLINE**].

INSERT ADMIN NAME
SETTLEMENT ADMIN ADDRESS, EMAIL ADDRESS, AND FAX NUMBER

I WANT TO OBJECT TO THE SETTLEMENT.

I confirm that I performed work for Burke Masonry Services, Inc. in California as hourly non-exempt employee in California at some time between May 15, 2020, and September 8, 2025. I confirm that I have received notice of the proposed settlement in this action.

Please provide the basis for your objection (you may also provide this on a separate document enclosed and returned with this form):

You may provide copies of documents or other exhibits you intend on relying on in support of your objection when you return this form if you would like.

You may appear at the final approval hearing, if you so choose, to discuss your objection with the Court. Please note that if the Court rejects your objection, you will receive an individual settlement payment and will be bound by the terms of the settlement.

_____	_____
(Date)	(Signature)
_____	_____
(Address)	(Type or Print Name)
_____	_____
(City, State, Zip)	(Social Security Number or Employee Identification Number)
_____	
(Telephone Number)	