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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF TULARE

FIDEL GOMEZ, an individual, on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiffs,

v.

KIRBY MANUFACTURING, INC., a
California corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No.: VCU308341

**DECLARATION OF KARLA NAVA OF
APEX CLASS ACTION, LLC, IN SUPPORT
OF MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: October 13, 2025
Time: 10:30 a.m.
Dept.: 7
Judge: Hon. Gary Johnson

1 I, Karla Nava, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager
3 for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services
4 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to
5 serve as the Settlement Administrator for the above captioned *Gomez v. Kirby Manufacturing, Inc.*
6 matter. On behalf of both Apex and myself, I possess the authority to issue this declaration. I am
7 personally acquainted with the information contained herein, and in the event of being summoned to
8 provide testimony, I am fully capable and willing to provide competent testimony regarding these facts.

9 2. Apex Class Action’s team has been directly involved with class action administration for a
10 combined 75 years and has successfully managed numerous class action cases during that time. Our team
11 comprises experienced professionals with extensive knowledge of class action settlement administration.
12 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
13 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
14 administration process are executed accurately and efficiently.

15 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
16 Court to provide notification services and claims administration, pursuant to the terms of the Settlement,
17 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled
18 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Notice*
19 *Of Pendency Of Class and Representative Action Settlement and Hearing Date for Final Court Approval*,
20 (referred to as “Class Notice”); (b) receiving and processing requests for exclusion; (c) resolving disputes
21 among Settlement Class Members regarding the number of workweeks recorded by Defendant during
22 the Class Period, as stated on their individualized Class Notice.; (d) calculating individual settlement
23 award amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as
24 required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable
25 tax forms; (h) managing the distribution of any unclaimed funds pursuant to the terms of the Settlement;
26 and (i) undertaking additional tasks as mutually agreed upon by the Parties or as ordered by the Court
27 for Apex to perform.

1 4. On July 22, 2025, Counsel for the Plaintiff provided Apex with the Court-approved content for
2 the Class Notice. Apex then generated a draft of the formatted Class Notice, which received approval
3 from the Parties' Counsel before being mailed.

4 5. On May 8, 2025, Counsel for the Defendant provided Apex with the class data file, comprising
5 the Class Member's name, last known home or mailing address, Social Security number, dates of
6 employment, and the number of qualifying workweeks and, Qualifying PAGA workweeks worked
7 during the Class Period. The data file was successfully uploaded to our database, where it underwent a
8 thorough review to identify any duplicates or potential inconsistencies. The Class Data consisted of a
9 total of 48 individuals.

10 6. In preparation for the mailing process, all 86 names and addresses listed in the Class Data
11 underwent verification and updating against the National Change of Address (NCOA) database
12 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
13 accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Class
14 Notice. The NCOA database contains records of requested address changes submitted to the USPS. If
15 an updated address was found in the NCOA database, it was utilized for the mailing of the Class Notice.
16 However, in cases where no updated address was found in the NCOA database, the original address
17 provided by Counsel for Defendants was used for the mailing of the Notice Packet.

18 7. On July 30, 2025, The Class Notice was sent to all 86 individuals listed in the Class Data using
19 U.S First Class Mail. A copy of the mailed Class Notice is attached hereto as **Exhibit A**.

20 8. As of the date of this declaration, our office has received 6 returned Class Notices as
21 undeliverable. Apex conducted a computerized skip trace on the 6 returned Class Notices in order to
22 acquire updated addresses for the purpose of re-mailing the Class Notice. This skip trace effort resulted
23 in obtaining 6 updated addresses, to which we promptly re-mailed the Class Notices via U.S First Class
24 Mail.

25 9. As of the date of this declaration, there have been 6 Class Notices re-mailed as a result of Apex's
26 skip-tracing efforts.

27 10. As of the date of this declaration, 0 Class Notices have been considered undeliverable.
28

1 11. As of the date of this declaration, Apex has not received any requests for exclusion. The deadline
2 for submitting a request for exclusion from the Settlement is September 29, 2025.

3 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The
4 deadline for submitting a written objection to the Settlement is September 29, 2025.

5 13. As of the date of this declaration, Apex has not received any disputes from Class Members. The
6 deadline for submitting a dispute is September 29, 2025.

7 14. As of the date of this declaration, Apex will report 86 Settlement Class Members, constituting
8 100% of the total 86 Settlement Class Members.

9 15. The total number of workweeks worked by Settlement Class Members during the Class Period
10 is 11,829.57. The Net Settlement Amount available to Settlement Class Members is estimated to be
11 \$108,383.34 and was calculated by subtracting the requested attorneys' fees (\$76,666.66), the amount
12 requested for litigation costs and expenses (\$25,000.00), the requested Service Award (\$5,000.00), the
13 requested Settlement Administration Costs (\$4,950.00), and from the Gross Settlement Amount
14 (\$230,000.00).

15 16. The *highest* Individual Settlement Payment to a Settlement Class Member is currently estimated
16 to be approximately \$2,314.08, the *average* Individual Settlement Payment is currently estimated to be
17 approximately \$1,260.27, and the *lowest* Individual Settlement Payment is currently estimated to be
18 approximately \$9.16. These amounts are subject to employee-side tax and withholdings.

19 17. Pursuant to the Agreement, 25% of the PAGA Payment (\$2,500.00) will be allocated to
20 Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees
21 cannot opt out of the PAGA settlement. There are 58 Aggrieved Employees who worked a total of
22 4,409.14 pay periods during the PAGA Period.

23 18. The *highest* individual PAGA Payment to an Aggrieved Employee is approximately \$54.51, the
24 *average* individual PAGA Payment is approximately \$43.10, and the *lowest* individual PAGA Payment
25 is approximately \$0.57.

26 19. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
27 and anticipated expenses, amount to \$4,950.00. Apex will proceed with additional tasks related to this
28 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,

1 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
2 upon by the Parties or ordered by the Court for Apex to undertake.

3 I declare under penalty of perjury under the laws of the State of California and the United States
4 that the foregoing is true and correct, and that this Declaration was executed this 11th day of September
5 2025, in Irvine, California.

6
7 *Karla Nava*

8
9 KARLA NAVA
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Exhibit A

Gomez v. Kirby Manufacturing, Inc.
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

«Intelligent_Mail_barcode_»

Apex ID: «Apex_ID» «Tray_PC» «Detail
«First_Name» «Last_Name» ed_QR
«Address_1» Code
«City», «State» «Zip»

**NOTICE OF PENDENCY OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Fidel Gomez v. Kirby Manufacturing, Inc., Tulare County Superior Court Case No. VCU308341)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE
CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$«Est_Class_PMT». See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Tulare (the “Court”) has been reached between Plaintiff Fidel Gomez (“Plaintiff”) and Defendant Kirby Manufacturing, Inc. The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All current and former non-exempt employees who worked for Kirby Manufacturing, Inc. in California, at any time during the period beginning April 25, 2020, to February 26, 2025 (“Class Period”).

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On April 25, 2024, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Tulare. Plaintiff asserted claims that Defendant: (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §17200 *et seq*; (2) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, *et seq*; (4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; (6) Failure to Reimburse Employees for Required Expenses in Violation Of Cal. Lab. Code § 2802; (7) Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; and (8) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203. On April 25, 2024, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant. On July 25, 2025, Plaintiff filed a First Amended Complaint adding a ninth cause of action for violations of the Private Attorneys General Act (the “Action”).

Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by the Class Representative are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On February 26, 2025, the Parties participated in an all-day mediation with Steven Mehta, Esq., an experienced mediator of wage and hour class and PAGA actions. The Parties accepted a Mediator's settlement proposal and reached an agreement for settlement. The Court granted preliminary approval of the Settlement on July 22, 2025. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant agreed to pay an “all in” amount of Two Hundred Thirty Thousand Dollars and Zero Cents (\$230,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Settlement Administration Costs, Class Counsel Award, Service Award, and the PAGA Payment.

Defendant will pay to the Settlement Administrator the Gross Settlement Amount in ten (10) equal installment payments of \$23,000, on the first of each month, beginning on April 1, 2026, and ending on January 1, 2027.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$4,950.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel of an award of attorneys’ fees of no more than 1/3 of the Gross Settlement Amount (currently \$76,666.66) and actually incurred litigation expenses of not more than \$25,000 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Service Award. A Service Award of Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for his services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A payment of \$10,000.00 relating to Plaintiff’s claim under the Private Attorneys General Act (“PAGA”), \$7,500.00 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”) and the remaining \$2,500.00 will be distributed to Aggrieved Employees as part of the PAGA Payment.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Service Award, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount,” shall be distributed to class members who do **not** request exclusion (“Settlement Class Members”). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member’s workweeks that occurred during the Class Period. A “workweek” is defined as any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed by Defendant during the Class Period in California.
- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. “Aggrieved Employee” means all current and former non-exempt employees who worked for Kirby Manufacturing, Inc. in California, at any time during the period beginning April 25, 2023, to February 26, 2025 (“PAGA Period”).

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Thirty percent (30%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Seventy percent (70%) of each Individual Settlement Payment is allocated to penalties and pre-judgement interest (“Penalty and Interest Portion”). Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for Penalty and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant’s counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and Aggrieved Employee Payments made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon payment of the Gross Settlement Amount in full, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged or reasonably could have been alleged based on the facts alleged, in the Operative Complaint in the Action, which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. Upon payment of the Gross Settlement Amount in full, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all PAGA claims alleged in the Operative Complaint in the Action and Plaintiff's PAGA Notice to the LWDA, which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendant's records reflect that you have «Class_Weeks» Workweeks worked during the Class Period (April 25, 2020, through February 26, 2025).

Based on this information, your estimated Individual Settlement Payment is \$«Est_Class_PMT».

Defendant's records reflect that you have «PAGA_Weeks» pay periods worked during the PAGA Period (April 25, 2023, through February 26, 2025).

Based on this information, your estimated Aggrieved Employee Payment is \$«Est_PMT_PMT».

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than September 29, 2025.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC.

The Court will hold a hearing on October 13, 2025, to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at <https://apexclassaction.com/kirby>.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than September 29, 2025. The address for the Settlement Administrator is Apex Class Action, P.O. Box 54668, Irvine, CA 92619; Tel: (800) 355-0700. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Fidel Gomez v. Kirby Manufacturing, Inc.*, currently pending in Superior Court of Tulare Case No. VCU308341. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked September 29, 2025, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Fidel Gomez v. Kirby Manufacturing, Inc., Tulare County Superior Court, Case No. VCU308341***. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than September 29, 2025. The address for the Settlement Administrator is Apex Class Action, P.O. Box 54668, Irvine, CA 92619.

The addresses for the Parties' counsel are as follows:

Class Counsel:

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kim.flores@berliner.com
lindsay.walczak@berliner.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 8:30 AM on October 13, 2025, at the Tulare County Superior Court, Department 7 located at 221 S Mooney Blvd, Room 124, Visalia, CA 93291, before Judge Gary Johnson. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-800-355-0700 or write to ***Fidel Gomez v. Kirby Manufacturing, Inc., Tulare County Superior Court, Case No. VCU308341***, Settlement Administrator, P.O. Box 54668, Irvine, CA 92619 c/o Apex Class Action.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the administrator's website at <https://apexclassaction.com/kirby>.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the State Controller's Unclaimed Property Fund. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

