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Attorneys for Plaintiff
PAUL ANTHONY ENRIQUEZ

[Additional Counsel on Next Page]

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE
SEP 02 2025
E. Escobedo

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SEP 04 2025

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE**

PAUL ANTHONY ENRIQUEZ and GLORIA
ZETINA, individually, and on behalf of other
members of the general public similarly
situated, and as an aggrieved employee and
Private Attorney General

Plaintiffs,

vs.

CIRCOR AEROSPACE, INC., a Delaware
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: CVRI2500760

*Assigned for all purposes to: Hon. Harold W.
Hopp, Dept. 1*

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Hearing Date: August 18, 2025
Hearing Time: 8:30 a.m.
Dept.: 1

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10 GLORIA ZETINA
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[PROPOSED] ORDER

The Motion of Plaintiffs Paul Anthony Enriquez and Gloria Zetina’s (“Plaintiffs”) for Preliminary Approval of Class Action and PAGA Settlement (“Motion”) came regularly for hearing before this Court on August 18, 2025. The Court, having considered the proposed Joint Stipulation of Class Action and PAGA Settlement and First and Second Amendments thereto (“Settlement Agreement” or “Settlement”), attached as **Exhibit 1** to the Declaration of Heather Davis filed concurrently with the Motion; having considered Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement and PAGA Settlement, memorandum of points and authorities in support thereof, supporting declarations filed therewith, and additional documents requested by the Court at the hearing; and good cause appearing, **HEREBY ORDERS THE FOLLOWING:**

1. The Court GRANTS preliminary approval of the class action settlement as set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final Fairness hearing. All terms used herein shall have the same meaning as defined in the Settlement Agreement. For purposes of the Settlement only, the Court finds that the proposed Class is ascertainable and that there is a sufficiently well-defined community of interest among the members of the Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following settlement Class:

All current and former non-exempt employees of Defendant Circor Aerospace, Inc., who performed work for Defendant Circor Aerospace, Inc. in the state of California, at any time during the period from October 21, 2020 to the date the Courts grants Preliminary Approval or the date when the increase in total workweeks exceeds 10%.

2. For purposes of the Settlement only, the Court designates Plaintiffs Paul Anthony Enriquez and Gloria Zetina as Class Representatives, and designates Protection Law Group, LLP and D. Law, Inc. as Class Counsel.

3. The Court designates Apex Class Action, LLC, as the third-party Settlement Administrator.

1 4. The parties are ordered to implement the Settlement according to the terms of the
2 Settlement Agreement.

3 5. The Court approves, as to form and content, the proposed Notice of Proposed Class
4 Action and PAGA Settlement and Final Approval Hearing (“Notice of Settlement”) attached as
5 **Exhibit A** to this Order.

6 6. The Court approves, as to form and content, the Request for Exclusion from the
7 Settlement (“Exclusion Form”) attached as **Exhibit B** to this Order. Any Exclusion Form shall be
8 submitted to the Settlement Administrator rather than filed with the Court. The Settlement
9 Administrator shall file a declaration authenticating any Request for Exclusion received by the
10 administrator concurrently with the filing of Plaintiffs’ Motion for Final Approval.

11 7. The Court approves, as to form and content, the Objection Form attached as **Exhibit**
12 **C** to this Order. Any Objection Form shall be submitted to the Settlement Administrator rather
13 than filed with the Court. The Settlement Administrator shall file a declaration authenticating any
14 Objection Form or written objection received by the administrator concurrently with the filing of
15 Plaintiffs’ Motion for Final Approval.

16 8. The Class Notice, Objection Form, and Exclusion Form are collectively referred to
17 herein as “Notice Packet.” The Notice Packet will be translated into Spanish and mailed together
18 with the English version.

19 9. The Court finds that the form of notice to the Class regarding the pendency of the
20 action and of the Settlement, the dates selected for mailing and distribution, and the methods of
21 giving notice to members of the Class, satisfy the requirements of due process, constitute the best
22 notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all
23 members of the Class. The form and method of giving notice complies fully with the requirements
24 of California Code of Civil Procedure § 382, California Civil Code § 1781, California Rules of
25 Court §§ 3.766 and 3.769, the California and United States Constitutions, and other applicable
26 law.

27 10. The Court further approves the procedures for Class Members to opt-out of or
28 object to the Settlement, as set forth in the Notice Packet and the Settlement Agreement. The

1 procedures and requirements for filing objections in connection with the final fairness hearing are
2 intended to ensure the efficient administration of justice and the orderly presentation of any Class
3 Member's objection to the Settlement, in accordance with the due process rights of all Class
4 Members.

5 11. The Court directs the Settlement Administrator to mail the Notice to the members
6 of the Class in accordance with the terms of the Settlement.

7 12. The Notice Packet shall provide 60 calendar days' notice for Class Members to
8 submit disputes, opt-out of, or object to the Settlement.

9 13. The hearing on Plaintiffs' Motion for Final Approval of Settlement on the question
10 of whether the Settlement should be finally approved as fair, reasonable, and adequate is scheduled
11 in Department 1 of this Court, located at 4050 Main Street, Riverside, California 92501, on January
12 7, 2026 at 8:30 a.m.

13 14. Either Class Counsel or the Settlement Administrator must give notice to an
14 objecting party of any continuance of the hearing of the motion for final approval, but such notice
15 is not required for other Class Members who did not object to the settlement.

16 15. At the Final Fairness hearing, the Court will consider: (a) whether the Settlement
17 should be approved as fair, reasonable, and adequate for the Class; (b) whether the PAGA
18 settlement should be approved pursuant to the Labor Code; (c) whether a judgment granting final
19 approval of the Settlement should be entered; and (d) whether Plaintiffs' application for service
20 and release awards, settlement administration costs, and Class Counsel's attorney's fees and costs,
21 should be granted.

22 16. Counsel for the parties shall file memoranda, declarations, or other statements and
23 materials in support of their request for final approval of Plaintiffs' application for service and
24 release awards, settlement administration costs, Class Counsel's attorneys' fees and costs, prior to
25 the hearing on Plaintiffs' Motion for Final Approval of Settlement according to the time limits set
26 by the Code of Civil Procedure and the California Rules of Court.

27 17. An implementation schedule is below:

Event	Date
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1 2 3	Defendant to provide class contact information to Settlement Administrator no later than:	_____ [14 days following preliminary approval]
4 5 6	Settlement Administrator to mail the Notice of Settlement to the Class no later than:	_____ [7 days following provision of contact information]
7 8 9	Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement:	_____ [60 days after mailing of the Notice of Settlement]
10 11 12	Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	December 12, 2025 [16 court days before the Final Approval Hearing]
13	Hearing on Motion for Final Approval of Settlement	January 7, 2026 at 8:30 a.m.

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17 18. Pending the Final Fairness hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

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20 19. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

21
22 **IT IS SO ORDERED.**

23
24 DATED: 8/29/25

25 By: 
HON. HAROLD W. HOPP
JUDGE OF THE SUPERIOR COURT

Exhibit A

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

Enriquez and Zetina v. CIRCOR Aerospace, Inc.
Riverside County Superior Court, Case No. CVRI2500760

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To: All current and former non-exempt employees who worked for CIRCOR Aerospace, Inc. in the State of California, at any time from October 21, 2020 through [DATE OF PRELIMINARY APPROVAL OR THE DATE WHEN THE INCREASE IN TOTAL WORKWEEKS EXCEEDS 10%].

BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by Gloria Zetina, a former employee of CIRCOR Aerospace, Inc. (“Defendant”) on October 21, 2024. This case is currently pending in the United States District Court for the Central District of California, Case No. 5:24-cv-02578-KKDTB. On December 2, 2024, Paul Anthony Enriquez, another a former employee of CIRCOR Aerospace, Inc., also filed a class action lawsuit against Defendant, currently pending in the United States District Court for the Central District of California, Case No. 5:25-cv-00154-KKSHK. Paul Anthony Enriquez filed a second case against Defendant in a representative capacity on February 7, 2025, Riverside County Superior Court Case No. CVRI2500760, seeking to recover penalties pursuant to the California Private Attorneys General Act (“PAGA”). On May 23, 2025, Paul Anthony Enriquez and Gloria Zetina filed a First Amended Complaint in the Riverside County Superior Court Case alleging the same class action claims as alleged in the previous two lawsuits.

These lawsuits claim that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiffs Gloria Zetina and Paul Anthony Enriquez (“Plaintiffs”) allege that Defendant failed to provide compliant meal and rest periods and associated premium pay, did not properly pay employees all wages owed for time worked, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for necessary business expenses, failed to maintain required payroll records, and maintained unfair business practices. The Riverside County lawsuit also seeks to recover penalties pursuant to PAGA. The lawsuits claim that Defendant violated the California Labor Code and the California Business and Professions Code, entitling Class Members to, *inter alia*, damages, penalties and restitution. Defendant denies all alleged violations and denies that it owes Class Members any wages, penalties, payments or remedies. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people called the Class Representative (in this case, Gloria Zetina and Paul Anthony Enriquez, also known as “Plaintiffs”), sue on behalf of people who appear to have similar claims (in this case all individuals who were employed by Defendant CIRCOR Aerospace, Inc. in the state of California as non-exempt employees at any time from October 21, 2020, through [DATE OF PRELIMINARY APPROVAL OR THE DATE WHEN THE INCREASE IN TOTAL WORKWEEKS EXCEEDS 10%]. All these people are referred to here as Class Members. In a class action one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Riverside County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”). On [DATE OF PRELIMINARY APPROVAL OR THE DATE WHEN THE INCREASE IN TOTAL WORKWEEKS EXCEEDS 10%] the Court granted preliminary approval of the Settlement, appointed Plaintiffs Gloria Zetina and Paul Anthony Enriquez as the Class Representatives, and appointed their attorneys at Protection Law Group, LLP and D.Law, Inc. as counsel for the Class (“Class Counsel”). The Court has not made a final ruling on whether the settlement is fair, adequate, and reasonable. Instead, the Court has found that the settlement within the range of reasonableness that could be approved. A Final Determination on whether to approve the settlement will be made at the hearing on [REDACTED]. The Class Representative and Class Counsel think the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendant as a non-exempt employee in the state of California at any time between October 21, 2020, and [DATE OF PRELIMINARY APPROVAL OR THE DATE WHEN THE INCREASE IN TOTAL WORKWEEKS EXCEEDS 10%].

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Four Hundred Thousand Dollars (\$400,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed one-third (1/3) of the Gross Settlement Amount or One Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars (\$133,333.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Thirty Thousand Dollars (\$30,000);
- C. **Service Awards to the Class Representatives** in an amount not to exceed Five Thousand Dollars each, for a total sum of Ten Thousand Dollars (\$10,000.00);
- D. **Settlement Administration Costs** which are currently estimated to be Six Thousand Nine Hundred Ninety Dollars (\$6,990.00); and
- E. **PAGA Payment** in the amount of Forty Thousand Dollars (\$40,000.00) for the settlement of claims arising under the Private Attorney’s General Act of 2004 (PAGA). Sixty-Five percent (65%) of this amount, (\$26,000.00) shall be paid to the LWDA. The remaining thirty-five percent (35%) (\$14,000.00) will be distributed to the non-exempt employees who worked for Defendant from December 2, 2023, to [DATE OF PRELIMINARY APPROVAL OR THE DATE WHEN THE INCREASE IN TOTAL WORKWEEKS EXCEEDS 10%] for the release of their claims arising under PAGA.

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks you worked in California as a non-exempt employee of Defendant from October 21, 2020, through [DATE OF PRELIMINARY APPROVAL OR THE DATE WHEN THE INCREASE IN TOTAL WORKWEEKS EXCEEDS 10%] (“Workweeks”) for the Class Action settlement and the number of Pay Periods you worked from December 2, 2023 through [DATE OF PRELIMINARY APPROVAL OR THE DATE WHEN THE INCREASE IN TOTAL WORKWEEKS EXCEEDS 10%] for the PAGA settlement. Your Individual

Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

The Class Portion of your Individual Settlement Payment will be apportioned as twenty percent (20%) wages and eighty percent (80%) interest and penalties. The PAGA Portion of your Individual Settlement Payment will be allocated 100% as penalties. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each class member's settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked XXX workweeks during the Class Period. The Class Portion of your Individual Settlement Payment is \$XXX.XX. The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted in the Settlement, if any.

You worked XXX Pay Periods during the PAGA Period. The PAGA Portion of your Individual Settlement Payment is \$XXX.XX.

This Amount was determined based on Defendant's record of your employment between from _____, and _____, and is presumed correct. If you dispute the accuracy of Defendant's records as to the number of weeks worked during the Class Period or PAGA Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [DATE]. All disputes regarding your workweeks will be resolved and decided by the Parties or if the Parties cannot agree, the Court, after you submit evidence to the Settlement Administrator. The Settlement Administrator's contact information is listed below:

Apex Class Action, LLC
P.O. Box 54668
Irvine, CA 92619
(800) 355-0700

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the Court granting final settlement approval that becomes effective and not subject to appeal, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely request for exclusion will release the "Released Parties" from the "Released Class Claims" that arose during the "Class Period."

The "Released Parties" are Defendant CIRCOR Aerospace, Inc. and its parent corporation CIRCOR International, Inc., together with their officers, directors, employees and agents.

The "Released Class Claims" include all claims, rights, demands, liabilities and causes of actions that are alleged, or that reasonably could have been alleged, based on the facts asserted in the operative complaint in the Action, including, but not limited to the following claims: (i) any and all federal (including FLSA), state, local and common law claims for unpaid wages and overtime compensation (including, but not limited to any claims based on alleged improper rounding or working "off-the-clock"); (ii) unpaid minimum wages (including but not limited to any claims based on arriving to or departing from work or passing through security, COVID-19, or other lines); (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to provide meal periods or compensation in lieu thereof; (v) failure to pay wages timely at time of termination or resignation, including any related waiting time penalties; (vi) failure to

timely pay wages during employment; (vii) statutory penalties (including but not limited to penalties based on alleged wage statement and/or payroll record violations); (viii) failure to reimburse necessary business expenses; and (ix) unfair business practices, including all related claims for any attorneys' fees, interest, penalties and costs.

The "Class Period" during which the release of Released Class Claims pertains is from October 21, 2020, to [DATE OF PRELIMINARY APPROVAL OR THE DATE WHEN THE INCREASE IN TOTAL WORKWEEKS EXCEEDS 10%].

Additionally, all current and former non-exempt employees of Defendant who were employed by Defendant in the State of California between December 2, 2023, and [DATE OF PRELIMINARY APPROVAL OR THE DATE WHEN THE INCREASE IN TOTAL WORKWEEKS EXCEEDS 10%] shall release the Released PAGA Claims that arose during the PAGA Period. You cannot opt-out of the release of the claims alleged under PAGA.

The "Released PAGA Claims" include: all claims under the California Labor Code Private Attorneys General Act of 2004 for civil penalties that could have been premised on the facts alleged in Plaintiff Paul Anthony Enriquez's December 2, 2024, PAGA Letter to the LWDA or any facts alleged in the Actions, including but not limited to penalties that could have been awarded based on alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2699, et seq., and 2802; provisions of the Industrial Welfare Commission Wage Orders; and California Business & Professions Code § 17200, et seq, including all related claims for any attorneys' fees, interest, penalties and costs.

The "PAGA Period" during which the release of the Released PAGA Claims pertains is from December 2, 2023, to [DATE OF PRELIMINARY APPROVAL OR THE DATE WHEN THE INCREASE IN TOTAL WORKWEEKS EXCEEDS 10%].

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment for your pro rata share of the PAGA Payment because the Request for Exclusion does not apply to this claim.

8. How can I not participate in the Settlement?

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must include a clear statement that you do not wish to be included in this action.

The written for Exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [DATE]. You cannot exclude yourself by phone.

Apex Class Action, LLC
P.O. Box 54668
Irvine, CA 92619
(800) 355-0700

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims.

You may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendant or the Released Parties, regarding the Released Class Claims. However, the PAGA claims as described in this Notice will be released even if you exclude yourself from the Settlement.

Defendant encourage all employees to participate in the Settlement and to not exclude yourself (“opt-out”). Defendant has agreed to pay the full settlement amount even if employees do opt-out, so your settlement share will just be distributed to the other employees if you opt-out and no amount of your settlement will revert back to Defendant.

9. If I don’t exclude myself, can I sue Defendant for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

10. If I exclude myself, can I get money from this settlement?

If you exclude yourself, you will not receive a portion of the Net Settlement Amount, as defined in Item 5, above. You will only receive your *pro rata* share of the PAGA Payment if you worked between December 2, 2023, and [DATE OF PRELIMINARY APPROVAL OR THE DATE WHEN THE INCREASE IN TOTAL WORKWEEKS EXCEEDS 10%] because the Request for Exclusion does not apply to the PAGA claim.

But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against Released Parties for Released Class Claims.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved PROTECTION LAW GROUP, LLP and D.LAW, INC. as Class Counsel. The firms’ contact information is:

PROTECTION LAW GROUP LLP

Ryan Chuman, Esq.
Arnel O. Tan, Esq.
Joseph O. Marshall, Esq.
Christine V. Reyes, Esq.
149 Sheldon Street
El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

D.LAW, INC.

Emil Davtyan, Esq.
David Yeremian, Esq.
David Keledjian, Esq.
Elizabeth Harrier, Esq.
450 N Brand Blvd, Suite 840
Glendale, California 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

Class Counsel will ask the Court for attorneys’ fees of up to \$133,333.00 and reimbursement of litigation cost/expenses of up to \$30,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than [DATE]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing on [DATE], either personally or through your own attorney, and make an objection at that time, regardless of whether you submitted a written objection. However, if you exclude yourself from the Settlement, then you are not allowed to object to the Settlement.

13. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at _____ a.m./p.m. on [_____, 2025], in Department _____ of the Riverside Historic Courthouse, located at 4050 Main Street, Riverside, CA 92501.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them. The Court will also decide whether to grant the attorneys' fees and costs being sought by Class Counsel, and whether to grant the Service Awards being sought by the two named Plaintiffs.

The Court may continue the Final Approval Hearing to a later date without providing any further written notice to you. Accordingly, if you plan to attend this hearing in person, you should check with Class Counsel first to confirm the date and time of the hearing.

15. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely if you wish. Remote appearances may be scheduled through the Riverside County Superior Court's website at <https://www.riverside.courts.ca.gov/remoteppearance>.

16. How will I learn if the settlement was approved

A notice of final judgment will be posted on the Settlement Administrator website located at www._____.com

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or Released Parties about the Released Class Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there.

GETTING MORE INFORMATION

18. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at _____ or by contacting the Settlement Administrator or Class Counsel. You can also get a copy of the Settlement Agreement by going to the Court's website at (<https://www.riverside.courts.ca.gov/online-services/search-court-records-public-access>) or at the Riverside Historic Courthouse located at 4050 Main Street Riverside, CA 92501, under the document entitled "Declaration of Heather Davis in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement" and "Exhibit 1" to the Declaration that was filed on June 26, 2025.

Class Administrator

Apex Class Action, LLC
P.O. Box 54668
Irvine, CA 92619
(800) 355-0700

Class Counsel

PROTECTION LAW GROUP, LLP
Ryan Chuman, Esq.
Arnel O. Tan, Esq.
Joseph Marshall, Esq.
Christine V. Reyes, Esq.
149 Sheldon Street
El Segundo, California 90245
Telephone: (424) 290-3095
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450 N Brand Blvd, Suite 840
Glendale, California 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes ?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE

Exhibit B

REQUEST FOR EXCLUSION FROM THE SETTLEMENT

Enriquez and Zetina v. CIRCOR Aerospace, Inc.

Riverside County Superior Court, Case No. CVRI2500760

IF YOU COMPLETE THIS FORM, YOU WILL NOT RECEIVE YOUR SHARE OF BENEFITS UNDER THE SETTLEMENT.

DO NOT COMPLETE THIS FORM IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT.

TO BE EXCLUDED FROM THE SETTLEMENT, THIS OPT OUT FORM MUST BE SIGNED AND MAILED TO THE SETTLEMENT ADMINISTRATOR VIA U.S. MAIL POSTMARKED ON OR BEFORE _____

INSTRUCTIONS

If you do **not** want to participate in this Lawsuit and Settlement, you may “opt out” of the Settlement. If you opt-out of this lawsuit and the Settlement, (a) you will have no right to receive any benefit under the Settlement in this case; (b) you will not be bound by the terms of the Settlement; and (c) you will have no right to object to the Settlement or be heard at the Final Approval Hearing.

If you decide to opt-out and were employed by Defendant Circor Aerospace, Inc. as an hourly, non-exempt employee in the State of California between October 21, 2020, and [DATE OF PRELIMINARY APPROVAL OR THE DATE WHEN THE INCREASE IN TOTAL WORKWEEKS EXCEEDS 10%] you will still receive your share of penalties arising under PAGA because the opt-out provision does not apply to this claim. However, if you opt-out, you **will not** receive your share of the settlement for the class claims.

To opt-out, you must fill out all information in the section below, sign, and return this Opt-Out Form to the Settlement Administrator at the address below. To be timely, your Opt-Out Form must be postmarked **on or before [insert Response Deadline]**

Apex Class Action, LLC
P.O. Box 54668
Irvine, CA 92619
(800) 355-0700

OPT OUT SIGNATURE

By signing this Opt-Out Form, I hereby opt-out of this lawsuit and Settlement reached in this coordinated Lawsuit. By signing this Opt-Out Form, I understand that I will not receive money from the class portion of the Settlement, and I will have no right to object to the Settlement and be heard at the Final Approval Hearing.

Signed: _____ Dated: _____

Print Name: _____

Address: _____

Home Telephone Number: _____

Last 4 Digits of Social Security Number or Employee ID Number: _____

Exhibit C

OBJECTION FORM

Enriquez and Zetina v. CIRCOR Aerospace, Inc.

Riverside County Superior Court, Case No. CVRI2500760

INSTRUCTIONS: If you wish to tell the Court that you do not like the Settlement or some part of it, you may make an objection by completing, signing and returning this Objection Form to the Settlement Administrator at the address listed below. Please state each reason for your objection and any legal support for your objection. You must sign and complete this form accurately and its entirety. You must mail this form to the Settlement Administrator at the address below so that it is postmarked on or before [insert Response Deadline].

Apex Class Action, LLC
P.O. Box 54668
Irvine, CA 92619
(800) 355-0700

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. All of the information on this form is required. Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Class Claims, unless the Court does not approve the Settlement. You cannot object to the Settlement if you request exclusion from the Settlement. You may come to the Final Fairness Hearing and be heard even if you do not complete this form.

1. CONTACT INFORMATION

Name: _____

Home Street Address: _____

City, State, Zip Code: _____

Home Telephone Number: (____) _____

Social Security Number or Employee ID Number: _____

2. REASON FOR OBJECTION

Please state each reason you do not like the Settlement and any legal support for your objection:

Signed: _____ Dated: _____

Print Name: _____