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FILED
Superior Court of California
County of Los Angeles
05/18/2026

David W. Slayton, Executive Officer / Clerk of Court
By: R. Corleto Deputy

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**

12 JANO MARTINEZ, on behalf of himself and
13 all others similarly situated,

14 Plaintiff,

15 v.

16 SWANER HARDWOOD CO., INC., a
17 California Corporation; and DOES 1-50,
18 inclusive.

19 Defendants.

CASE NO.: 24STCV04249

Assigned to the Hon. Elihu M. Berle

**AMENDED [~~PROPOSED~~] ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

HEARING INFO

Date: May 11, 2026

Time: 10:00 a.m.

Dept.: 6

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1 On May 11, 2026, the Court considered Plaintiff Jano Martinez’s (“Plaintiff”) Motion for
2 Preliminary Approval of Class Action Settlement (“Plaintiff’s Motion”), the Declarations of Mehrdad
3 Bokhour, Joshua Falakassa, and Jano Martinez in Support of Plaintiff’s Motion, the Amended Class
4 Action and PAGA Settlement Agreement (“Settlement Agreement” and/or “Settlement”), and the
5 Notice of Proposed Class Action and PAGA Settlement (“Class Notice”) and other documents
6 submitted in support of Plaintiff’s Motion. Having considered Plaintiff’s Motion, the accompanying
7 declarations in support thereof, and all supporting legal authorities and documents, the Court ordered
8 as follows:

9 **IT IS HEREBY ORDERED THAT:**

10 1. This Order incorporates by reference the definitions in the Settlement Agreement,
11 attached to the Supplemental Declaration of Mehrdad Bokhour, and all terms defined therein shall
12 have the same meaning in this Order as set forth in the Settlement Agreement.

13 2. For settlement purposes only, the Court conditionally certifies the following Class of
14 all current and former non-exempt employees who worked for Defendant in California at any time
15 during the Class Period. The “Class Period” means the period from February 20, 2020, through
16 August 20, 2025.

17 3. For settlement purposes only, the Court conditionally defines the PAGA Group as all
18 current and former non-exempt employees who worked for Defendant in California during the PAGA
19 Period. The “PAGA Period” refers to the period from February 20, 2023, to August 20, 2025.

20 4. The Court preliminarily appoints the named Plaintiff, Jano Martinez, as the Class
21 Representative, and Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C., and Joshua S. Falakassa,
22 Esq. of Falakassa Law, P.C., as Class Counsel.

23 5. The Court hereby preliminarily approves the Settlement upon the terms and conditions
24 set forth in the Settlement Agreement. The Court finds that on a preliminary basis, the Settlement
25 appears to be within the range of reasonableness of a settlement that could ultimately be given final
26 approval by the Court. It appears to the Court on a preliminary basis that the Gross Settlement Amount
27 is fair, adequate, and reasonable to all potential Class Members when balanced against the probable
28 outcome of further litigation relating to liability and damages issues. It further appears that extensive

1 and costly investigation and research have been conducted such that counsel for the Parties at this
2 time can reasonably evaluate their respective positions. It further appears to the Court that the
3 Settlement at this time will avoid substantial additional costs by all Parties, as well as the delay and
4 risks that the further prosecution of the Action would present. It further appears that the Settlement
5 has been reached through intensive, non-collusive, arm's-length negotiations with an experienced
6 mediator.

7 6. The Court approves, as to form and content, the Class Notice attached hereto as
8 **Exhibit "A"**.

9 7. The Court directs the mailing of the Class Notice by first-class U.S. mail to the Class
10 Members pursuant to the terms of the Settlement Agreement. The Court finds that disseminating the
11 Class Notice as outlined in the Settlement Agreement complies with the requirements of due process
12 of law and appears to be the best notice practicable under the circumstances.

13 8. The Court hereby preliminarily approves the definition and disposition of the not-to-
14 exceed Gross Settlement Amount of \$372,500, which is inclusive of the payment of: attorneys' fees
15 not to exceed \$124,166.67; Class Counsel Litigation Expenses not to exceed \$25,000; a Class
16 Representative Service Payment not to exceed \$10,000 to the named Plaintiff; a PAGA Payment of
17 \$20,000 (of which 75% or \$15,000 will be paid to the California Labor and Workforce Development
18 Agency ("LWDA") and 25% or \$5,000 will be paid to the PAGA Members); and Settlement
19 Administration Costs not to exceed \$6,000.

20 9. The Court confirms ILYM Group, Inc. as the Settlement Administrator, and payment
21 of Settlement Administration Costs, not to exceed \$6,000 out of the Gross Settlement Amount for
22 services rendered on behalf of the Class Members. The Settlement Administrator shall prepare and
23 submit to Class Counsel and Defendant's Counsel a declaration attesting to the completion of the
24 notice process as set forth in the Settlement Agreement, including an explanation of efforts to resend
25 any Class Notice returned as undeliverable and the total number of opt-outs and objections received
26 before and after the deadline.

27 10. The Court directs Defendant to work diligently and in good faith to compile from its
28 records and provide the Settlement Administrator with the Class Data (as defined in the Settlement

1 Agreement) for Class Members, in a format to be provided by the Settlement Administrator, which
2 will consist of the following information: (1) the Class Members' full names; (2) last known
3 addresses; (3) Social Security Numbers; and (4) the number of Workweeks and PAGA Pay Periods
4 worked for each Class Member. Defendant shall provide the Class Data as referenced herein to the
5 Settlement Administrator as set forth in the Settlement Agreement.

6 11. The Settlement Administrator shall use the National Change of Address database (U.S.
7 Postal Service) to check for updated addresses for Class Members and shall then mail, via first-class
8 U.S. mail, the Class Notice to Class Members as approved in paragraph 5 herein.

9 12. The deadline by which Class Members may dispute the number of Workweeks, opt
10 out, or submit written Requests for Exclusion shall be sixty (60) calendar days from mailing the Class
11 Notice. Any Class Member who desires to be excluded from the Settlement must mail his or her
12 written Request for Exclusion in accordance with the Class Notice within sixty (60) days after the
13 Settlement Administrator mails the Class Notice. Requests for Exclusion must include the Class
14 Member's full name, present address, telephone number, and a simple statement indicating that the
15 Class Member does not want to participate in the Settlement. All Class Members who properly and
16 timely exclude themselves from the Settlement shall not be Participating Class Members and shall
17 have no rights with respect to the Settlement, no interest in the Settlement proceeds, and no standing
18 to object to the proposed Settlement, except that such persons will still be paid their allocation of the
19 PAGA Payment and will be bound by the Release of PAGA Claims if applicable.

20 13. Any Settlement Class Member who does not submit a timely and valid Request for
21 Exclusion will be deemed a Participating Class Member and entitled to an Individual Class Payment
22 based upon the allocation formula described in the Settlement Agreement. However, Class Members
23 may not object to or opt out of the Settlement with respect to the Release of the PAGA Claims, and
24 Class Members who submit a valid Request for Exclusion from the Class Settlement will still be paid
25 their allocation of the Net PAGA Settlement Amount and will be bound by the Release of PAGA
26 Claims regardless of whether they submit a timely and valid Request for exclusion from the Release
27 of Class Claims.

28 14. The Court approves the handling of unclaimed funds set forth in the Settlement

1 Agreement, specifically that any unclaimed funds in the Settlement Administrator’s account as a
2 result of a Participating Class Member’s failure to timely cash a settlement check shall be handled by
3 the Settlement Administrator and transmitted to the California Controller’s Unclaimed Property Fund
4 in the name of the Class Member, as set forth in the Settlement Agreement.

5 15. The following dates shall govern for purposes of this settlement:

6 May 11, 2026	Preliminary Approval (PA) hearing
7 June 1, 2026	Deadline for Defendant to send Class Data to Settlement Administrator
8 June 15, 2026	Deadline for Settlement Administrator to complete first mailing of the Class Notice to all Class Members.
9 August 14, 2026	Deadline for Class Members to submit Requests for Exclusion and Objections to the Settlement.
10 July 15, 2026	Deadline for Plaintiff to file and serve Motion for Final Approval of Settlement and application for an award of attorney’s fees, costs, and Service Payment.
11 September 1, 2026	Deadline for filing any written responses to any objections.
12 <u>September 14, 2026, at 9 a.m.</u>	Final Approval Hearing

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17 16. A final approval hearing shall be held in this Court on **September 14, 2026 at 9:00 am**
18 to determine (1) whether the Settlement is fair, reasonable, and adequate and should be finally
19 approved by the Court; (2) the amount of attorneys’ fees and costs to award to Class Counsel; and (3)
20 the amount of the Class Representative Service Payment to the Plaintiff. The Court may continue or
21 adjourn the final approval hearing without further notice to the Class Members.

22 17. The Court may, for good cause shown, extend any of the deadlines set forth in this
23 Order without further notice to Class Members. In the event that the Settlement does not receive final
24 approval or the Effective Date of the Settlement does not occur for any reason, this Order, the
25 Settlement, and the Settlement Agreement shall be rendered null and void and shall be vacated.
26 Further, neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall
27 be construed as a concession or admission by Defendant or the Released Parties (as defined in the
28 Settlement Agreement) in any way that the claims asserted have any merit or that this Action was

1 properly brought as a class or representative action, and shall not be used as evidence of, or used
2 against Defendant or the Released Parties as, an admission or indication in any way, including with
3 respect to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect to
4 the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved,
5 neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the
6 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted
7 in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendant or the
8 Released Parties, including, but not limited to, evidence of a presumption, concession, indication or
9 admission by Defendant or the Released Parties of any liability, fault, wrongdoing, omission,
10 concession or damage. The fact that the parties were willing to stipulate to Class certification for
11 settlement purposes shall have no bearing on, nor be admissible in connection with, the issue of
12 whether a class should be certified in a non-settlement context, and the parties to the Settlement shall
13 be deemed to have reverted to their respective status as of the date and time immediately before the
14 execution of the Settlement Agreement.

15 18. If the Court grants Final Approval, each Participating Class Member and each of their
16 respective successors, assigns, legatees, heirs, and personal representatives shall conclusively be
17 deemed to have released the Released Class Claims (as defined in the Settlement Agreement), and
18 each Class Member shall conclusively be deemed to have released the Released PAGA Claims (as
19 defined in the Settlement Agreement), set forth in the Settlement Agreement and Class Notice against
20 the Released Parties (as defined in the Settlement Agreement). Further, all Participating Class
21 Members and their respective successors, assigns, legatees, heirs, and personal representatives shall
22 be permanently enjoined and forever barred from asserting any Released Class Claims, and all Class
23 Members shall be permanently enjoined and forever barred from asserting any Released PAGA
24 Claims against the Released Parties.

25 **IT IS SO ORDERED.**



Elihu M. Berle

26
27 DATED: 05/18/2026, ~~2025~~

Elihu M. Berle / Judge

HON. ELIHU M. BERLE
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

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

Martinez v. Swaner Hardwood Co., Inc.

Case No. 24STCV04249

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Swaner Hardwood Co., Inc., and each of their affiliated companies (collectively, “Swaner” or “Defendant”) for alleged wage and hour violations. The Action was filed by former Swaner employee, Jano Martinez (“Plaintiff;” together with Swaner, the “Parties”) and seeks payment of (1) back and premium wages, statutory penalties, and interest for a class of non-exempt hourly employees who work or worked for Swaner in California during the Class Period (February 20, 2020, through August 20, 2025) (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt hourly employees who work or worked for Swaner in California during the PAGA Period (February 20, 2023, through August 20, 2025) (“PAGA Members”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Swaner to fund Individual Class Payments, and (2) a PAGA Settlement requiring Swaner to fund Individual PAGA Payments and to make a payment to the California Labor and Workforce Development Agency (“LWDA”).

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

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

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Swaner to make payments under the Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against Swaner. You may attend

the Final Approval Hearing on <<TBD>, 2026 at <<TBD>> a.m. in Courtroom <<TBD> in the <<TBD> Courthouse, located at <<TBD> and be heard by the Court.

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

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

- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. Alternatively, you can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Swaner. You cannot opt-out of the PAGA portion of the proposed Settlement, and thus, if you are a PAGA Member, you remain eligible for an Individual PAGA Payment regardless of whether you opt out of the Class Settlement.

Swaner will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>You Don't Have to Do Anything to Participate in the Settlement</p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Swaner that are covered by this Settlement (Released Claims).</p>
<p>You Can Opt-out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt-out Deadline is _____</p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Swaner must pay Individual PAGA Payments to all PAGA Members and the PAGA Members must give up their rights to pursue Released Claims (defined below).</p>

<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by</p> <p>_____</p>	<p>All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.</p>
<p>You Can Participate in the _____ Final Approval Hearing</p>	<p>The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p>You Can Challenge the Calculation of Your Workweeks/Pay Periods</p> <p>Written Challenges Must be Submitted by</p> <p>_____</p>	<p>The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Workweeks and number of PAGA Pay Periods you worked according to Swaner’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Swaner employee. The Action accuses Swaner of violating California labor laws, asserting claims based on Swaner’s alleged: (1) failure to pay all minimum wages; (2) failure to pay all overtime wages; (3) failure to provide meal periods; (4) failure to provide rest breaks; (5) failure to pay all sick wages; (6) failure to provide accurate itemized wage statements; (7) failure to pay all wages due upon separation of employment; (8) failure to reimburse necessary business expenses; and (9) violation of California’s Unfair Competition Law. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C. (“Class Counsel.”)

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

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

So far, the Court has made no determination whether Swaner or Plaintiff is correct on the merits. In the meantime, Plaintiff and Swaner hired an experienced, neutral mediator in an effort to

resolve the Action by negotiating an agreement to settle the case rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Swaner have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Swaner does not admit any violations or concede the merit of any claims.

The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Swaner Will Pay \$372,500 as the Gross Settlement Amount (“Gross Settlement”). Swaner has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, the Individual PAGA Payments, the Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Swaner will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$124,166.67 (33.33% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 to Plaintiff as Class Representative Service Payment to Plaintiff for filing the Action, working with Class Counsel and representing the Class. The Class Representative Service Payment will be the only money Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$6,000 will be paid to the Administrator for services administering the Settlement.
 - D. Up to \$20,000 for PAGA Penalties; 75% (*i.e.*, \$15,000) allocated to the LWDA PAGA Payment and 25% (*i.e.*, \$5,000) in Individual PAGA Payments to the PAGA Members based on their PAGA Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Swaner are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages (“Wage Portion”) and 90% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholding and will be reported on IRS Form W-2 issued to Participating Class Members. Swaner will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portion of the Individual Class Payments on IRS Form 1099.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

If the monies represented by your check are sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, no later than _____, that you wish to opt-out (“Response Deadline”). The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member’s first and last name, home address, email address or telephone number, and a simple statement electing to be excluded from the Settlement. The Request for Exclusion must be postmarked by the Response Deadline to be considered timely. Excluded Class Members (*i.e.*, Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Swaner.

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

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Swaner have agreed that, in either case, the Settlement will be void: Swaner will not pay any money and Class Members and PAGA Members will not release any claims against Swaner.
8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”), to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Swaner has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Swaner or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

In consideration for their awarded Individual Class Payment, as of the date the Settlement becomes Final and has been fully funded, all Participating Class Members, on behalf of themselves release all claims against Swaner and the Released Parties that were alleged in the Operative Complaint or arising from the factual allegations expressly set forth in the Operative Complaint that arose during the Class Period , including but not limited to claims for: (1) Failure to Pay Minimum Wages in violation of Labor Code sections 1197, 1182.12, 1194, 1194.2(a) and the applicable IWC Wage Orders; (2) failure to pay proper overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the applicable IWC Wage Order(s); (3) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); (4) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s); (5) failure to pay sick wages at the proper legal rate under Labor Code section 246, 558, 1194.2, 1197.1,

1198, and 1199 and the applicable IWC Wage Order(s); (6) failure to provide complete and accurate itemized wage statements in violation of Labor Code sections 226 and 226.3; (7) waiting time penalties for failure to pay all wages due and owing during employment and at separation in violation of Labor Code sections 201-204; (8) failure to reimburse for necessary business expenses in violation of Labor Code 2802; (9) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); (10) statutory penalties based on the foregoing pursuant to PAGA (Lab. Code, §§ 2698-2699.6); and (11) all claims for liquidated damages, penalties, interest, fees, costs based on the foregoing.

10. PAGA Members' PAGA Release. After the Court's judgment is final, and Swaner has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all PAGA Members will be barred from asserting PAGA claims against Swaner, whether or not they exclude themselves from the Settlement. This means that all PAGA Members, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Swaner or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

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

In consideration for their awarded Individual PAGA Payment, as of the date the Settlement becomes Final, Plaintiff and the LWDA will release any and all claims for civil penalties under PAGA against Swaner and the Released Parties based on the factual allegations expressly set forth in the Complaint, the LWDA notice, or the LWDA letter submitted in this matter (the "Released PAGA Claims"). All PAGA Members, on behalf of themselves will release the PAGA claims described herein against Swaner and the Released Parties and will receive a portion of the amount set aside as PAGA Penalties, regardless of whether they opt out of the release of the Class Claims.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000 by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period, and (b) multiplying the result by the

number of PAGA Pay Periods worked by each individual PAGA Member during the PAGA Period.

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

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Swaner's calculation of Workweeks and/or Pay Periods based on Swaner's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Swaner's Counsel. You can challenge the Administrator's decision at the Final Approval Hearing.

5. HOW WILL I GET PAID?

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

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

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

Submit a written and signed letter with your first and last name, home address, email address or telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Martinez v. Swaner Hardwood Co. Inc.*, Case No. 24STCV04249, and include your identifying information (full name, home address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **You must**

send your request to the Administrator to be excluded by_____, or it will be invalid. Section 9 of the Notice has the Administrator’s contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Swaner are asking the Court to approve. At least 16 days before the_____Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Class Representative Service Payment stating (i) the amount Class Counsel is requesting for attorneys’ fees and litigation expenses; and (ii) the amount each Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator’s Website

_____ (url) _____ or the Court’s website _____ (url) _____.

A Participating Class Member who disagrees with any aspect of the Settlement Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is_____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Martinez v. Swaner Hardwood Co. Inc.*, Case No. 24STCV04249, and include your name, current address, telephone number, and approximate dates of employment for Swaner and sign the objection. Section 9 of this Notice has the Administrator’s contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don’t have to, attend the Final Approval Hearing _____ at (time) in Department 6 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer, at your own expense, to attend) personally.

You may join the Final Approval Hearing via remote appearance by following the instructions at the following court website: <https://lacc.lacourt.org/checkin>

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Swaner and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____ (specify entity) _____'s website at _____ (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.lacourt.ca.gov/home/> and entering the Case Number for the Action, Case No. 24STCV04249.

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

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Settlement

Administrator:

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2832 Walnut Ave STE C
Tustin, CA 92780
Phone: (888) 250-6810

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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