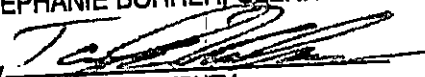


116 2/26/26

FEB 26 2026

Filed
STEPHANIE BOHRER, CLERK

By 
DEPUTY

1 **EMPLOYMENT LAWYERS**
2 LEONARD EMMA (SBN 224483)
lemma@employment-lawyers.com
3 CODY STROMAN (SBN 303413)
cstroman@employment-lawyers.com
4 1999 Harrison Street, 18th Floor
5 Oakland, CA 94612
Tel: (415) 362-1111

6 **LAVI & EBRAHIMIAN, LLP**
7 JOSEPH LAVI, ESQ. (SBN 209776)
Email: jlavi@lelawfirm.com
8 VINCENT C. GRANBERRY, ESQ. (SBN 276483)
vgranberry@lelawfirm.com
9 ALEXANDER J. AROESTE, ESQ. (SBN 332653)
aaroeste@lelawfirm.com
10 8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
11 Telephone: (310) 432-0000

12 Attorneys for Plaintiffs
13 AUSTEN SHWIYHAT and
14 WALTER RAINES

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **COUNTY OF SAN JOAQUIN**

17 AUSTEN SHWIYHAT and WALTER
18 RAINES, on behalf of themselves, all
19 others similarly situated, and the State of
California as private attorneys general,

20 Plaintiff,

21 vs.

22 MARTIN MARIETTA MATERIALS,
23 INC.; MARTIN MARIETTA
24 NORTHERN CALIFORNIA
25 AGGREGATES, LLC; and DOES 1
through 100, inclusive,

26 Defendants.

Case No. STK-CV-UOE-2025-0010132

Kow
**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

5193512.1

Shwiyhat, et al. v. Martin Marietta Materials, Inc., et al.

[Proposed] Judgment

Kow

FILE BY FAX

EMPLOYMENT LAWYERS
1999 Harrison Street, 18th Floor
Oakland, CA 94612
(415) 362-1111
FEB 03 2026

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

This matter came on for hearing regarding Plaintiffs' (1) Motion for Final Approval of Class Action Settlement and (2) Motion for Attorneys' Fees, Costs and Service Payments. Due and adequate notice having been given to Defendants and the Class, and the Court having considered the Class Action and PAGA Settlement Agreement and Class Notice (the "Settlement Agreement"), the instant motions, all papers filed and proceedings herein and all oral and written comments received regarding the proposed settlement, and having reviewed the record in this litigation, and good cause appearing, IT IS HEREBY ORDERED AS FOLLOWS:

1. The Court has jurisdiction over the subject matter of the litigation, the Plaintiffs, the Class Members, and Defendant (collectively, the "Parties").

2. All terms used herein shall have the same meaning as defined in the Settlement Agreement.

3. The Court finds that the dissemination of the Class Notice as provided for in the Court's preliminary approval order and as carried out by the Settlement Administrator constituted the best notice practicable under the circumstances to all persons within the definition of the class, and fully met the requirements of California law and due process. Based on evidence and other material submitted in conjunction with the final approval hearing, the actual notice to the class was adequate.

4. The Court finds in favor of final settlement approval.

5. The Court approves the settlement of the above-captioned action, as set forth in the each of the releases and other terms, as fair, just, reasonable, and adequate. The Parties and Settlement Administrator are directed to perform in accordance with the terms set forth in the Settlement Agreement.

6. Zero Class Members objected to the Settlement. One Class Member opted-out of the Settlement.

7. The Parties are to bear their own costs, except as otherwise provided in the Settlement Agreement.

8. For purposes of effectuating this settlement, this Court conditionally certified the

1 Settlement Class defined in the Settlement Agreement, and the Court deems this definition
2 sufficient for purposes of California Rules of Court 3.765(a) and 3.771.

3 9. With respect to the Settlement Class and for purposes of approving the
4 settlement, this Court finds and concludes that: (a) the Settlement Class Members are
5 ascertainable and so numerous that joinder of all members is impracticable; (b) there are
6 questions of law or fact common to the Settlement Class, and there is a well-defined community
7 of interest among the Settlement Class with respect to the subject matter of the litigation; (c) the
8 claims of Plaintiffs are typical of the claims of the Settlement Class; (d) the Plaintiffs have fairly
9 and adequately protected the interests of the Settlement Class; (e) a class action is superior to
10 other available methods for an efficient adjudication of this controversy; and (f) the counsel of
11 record for the Plaintiffs, i.e., Class Counsel, are qualified to serve as counsel for Plaintiffs and
12 for the Settlement Class.

13 10. The Court finds that Class Counsel achieved a substantial benefit for the
14 Settlement Class and took on considerable risk by taking this case on a contingency basis and
15 advancing all the necessary litigation costs. The Court finds that the fee request is justified under
16 both a lodestar and common fund analysis, which reveals that Class Counsel's fee request of
17 \$532,393.75 represents 35% of the common fund. Accordingly, the Court finds that Class
18 Counsel is entitled to the requested attorneys' fees in the amount of \$532,393.75.

19 11. The Court finds that, thus far, Class Counsel incurred reasonable and necessary
20 litigation costs of \$35,429.11 in prosecuting this action. Accordingly, the Court finds that Class
21 Counsel is entitled to reimbursement of costs in the amount of \$35,429.11.

22 12. The Court finds that Plaintiffs participated in the litigation from start to finish.
23 Plaintiffs conferred with Class Counsel many times before and after filing the case. Plaintiffs
24 provided Class Counsel with contact information for other Settlement Class Members to assist
25 in the investigation of the merits of this action. Plaintiffs reviewed and interpreted Defendants'
26 documents with Class Counsel. Plaintiffs made themselves available during a full day of
27 mediation on behalf of the Class. For purposes of Settlement, Plaintiffs have fairly and
28 adequately protected the interests of the Settlement Class.

1 13. Accordingly, the Court finds that the class representative service payments of
2 \$10,000 to each Plaintiff are fair, reasonable and appropriate. The Court finds that the service
3 payments are consistent with all applicable rules associated with the award of service payments
4 to class representatives.

5 14. The Settlement Administrator's fee of \$14,850.00 is reasonable and to be paid
6 from the Gross Settlement Amount. The Settlement Administrator is directed to disburse the
7 settlement funds in accordance with the terms of the Settlement Agreement.

8 15. The Court finds that the allocation of \$37,500.00 to the Labor and Workforce
9 Development Agency ("LWDA") for Plaintiffs' Private Attorneys General Act ("PAGA") claim
10 is within the range of reasonableness and helps serve the purpose of PAGA by providing private
11 enforcement of penalties previously recoverable solely by the State.

12 16. In accordance with the California Rule of Court 3.769(h), the Court retains
13 exclusive and continuing jurisdiction over the litigation, the Plaintiffs, the Settlement Class
14 Members and Defendants for the purposes of supervising the implementation, enforcement,
15 construction, administration, and interpretation of the Settlement Agreement.

16 17. As of the Effective Date, the Released Claims of each and every Class Member
17 are and shall be deemed to be conclusively released as against the Released Parties. All Class
18 Members, as of the Effective Date, are hereby forever barred and enjoined from prosecuting the
19 Released Claims against the Released Parties.

20 18. The Settlement Agreement is not an admission of fault or liability by Defendant
21 or any of the other Released Parties. Nothing in this Final Approval Order constitutes a finding
22 of the validity of any claims in the Action or of any wrongdoing by Defendants or any of the
23 other Released Parties.

24 **IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED**

25
26 DATED: February 26, 2026

27 
28 Hon. Robert T. Waters
Judge of the Superior Court