Electronically Filed by Superior Court of California, County of Orange, 10/01/2026 03:00:00 PM.
30-2023-01354041-CU-OE-CXC - ROA # 116 - DAVID H. YAMASAKI, Clerk of the Court By G. Ramirez, Deputy Clerk.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

LEANDRO FAJARDO MATUTE, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

TEXTILE PRODUCTS, INC., a California corporation; KORDSA, INC., a Delaware corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 30-2023-01354041-CU-OE-CXC

[Related Case No. 30-2023-01354032-CU-OE-CXC]

[Assigned for All Purposes to the Hon. Layne H. Melzer, Dept. CX-102]

REVISED [~~PROPOSED~~] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Preliminary Approval Hearing:
Date: October 1, 2026
Time: 2:00 p.m.
Dept.: CX-102

Reservation No.: 74816572

Action Filed: October 4, 2023

~~[PROPOSED]~~ ORDER

Having reviewed Plaintiff Leandro Fajardo Matute's ("Plaintiff") Motion for Preliminary Approval of Class Action Settlement ("Motion"), the Declaration of John G. Yslas, the Declaration of Leandro Fajardo Matute, the Declaration of Sean Hartranft, and the Amended Class Action and PAGA Settlement Agreement ("Settlement Agreement"), and good cause appearing, the Court finds and orders as follows:

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

2. The Court finds on a preliminary basis that the Settlement Agreement appears to be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Settlement and the Settlement Class based on the terms set forth in the Settlement Agreement between Plaintiff and Defendants Textile Products, Inc. and Kordsa, Inc. (collectively "Defendants"), attached to the Declaration of Courtney M. Miller in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement [ROA No. ___] as **Exhibit 2**.

3. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court. The Court notes that Defendant has agreed to create a common fund of $900,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b) a $45,000.00 allocation toward civil penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), 75% of which ($33,750.00) to be paid to the Labor and Workforce Development Agency ("LWDA") and 25% of which ($11,250.00) to be paid to Aggrieved Employees; (c) a Class Representative Service Payment of up to $10,000.00 to Plaintiff; (d) Class Counsel's attorneys' fees, not to exceed one third (1/3) of the Gross Settlement Amount (currently $300,000.00), and up to $25,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to $6,990.00.

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4. The Court preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure § 382 and applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair and reasonable to the Class Members when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues, and potential appeals; (2) significant informal discovery, investigation, research, and litigation have been conducted such that counsel for the Parties at this time are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result of intensive, serious, and non-collusive negotiations between the Parties with the assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds that the Settlement Agreement was entered into in good faith.

5. A final approval hearing on the question of whether the proposed Settlement, attorneys' fees and costs to Class Counsel, the PAGA Penalties to the LWDA and the Aggrieved Employees, and the Class Representative Service Payment should be finally approved as fair, reasonable and adequate as to the members of the Class is hereby set in accordance with the Implementation Schedule set forth below.

6. The Court provisionally certifies for settlement purposes only the following class (the "Class"): "all persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time during the Class Period."

7. "Class Period" means the period from April 9, 2019, through August 1, 2025.

8. "Aggrieved Employees" means all persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time during the PAGA Period.

9. "PAGA Period" means the period from August 14, 2022, through August 1, 2025.

10. The Court finds, for settlement purposes only, that the Settlement Class meets the requirements for certification under California Code of Civil Procedure § 382 in that: (1) the Settlement Class Members are so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to all Settlement Class Members, which

predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the Settlement Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

11. The Court appoints as Class Representative, for settlement purposes only, Plaintiff Leandro Fajardo Matute. The Court further preliminarily approves Plaintiff's ability to request a service payment up to $10,000.00.

12. The Court appoints, for settlement purposes only, Jeffrey C. Bils, Mohamed Bholat, Emily K. Borman, and Courtney M. Miller of Wilshire Law Firm, PLC, as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to one third (1/3) of the Gross Settlement Amount (currently $300,000.00), and costs not to exceed $25,000.00.

13. The Court appoints Apex Class Action LLC as the Settlement Administrator with reasonable administration costs estimated not to exceed $6,990.00.

14. The Court approves, as to form and content the revised Class Notice, Request for Exclusion Form, and Objection Form (collectively, the "Class Notice") attached hereto as **Exhibit A**. The Court finds on a preliminary basis that plan for distribution of the Class Notice to Settlement Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

15. The Parties and the Administrator are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

16. Any Class Member who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement.

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17. The Court orders the following Implementation Schedule:

Event	Timing
Class Data: Last day for Defendant to provide Class Data to the Administrator	10 days after the Court grants Preliminary Approval of the Settlement
Class Notice: Last day for the Administrator to mail the Class Notice to Class Members	14 days after receipt of the Class Data
Response Deadline: Last day for Class Members to submit written objections, challenges to workweeks and/or pay periods, and requests for exclusion	60 days after Class Notice is mailed out by the Administrator (with an additional 30 days for Class Members whose Class Notice was remailed)
Filing Deadline: Last day to file the Motion for Final Approval of Settlement, request for attorneys' fees and costs, and class representative service payment to Plaintiff	16 court days before the Final Approval Hearing
Final Approval Hearing	March 18, 2027, at 2:00 p.m. in Dept. CX-102 of the above-referenced Court.

18. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

19. The Court has continuing jurisdiction pursuant to both California Code of Civil Procedure section 664.6 and California Rules of Court, rule 3.769(h).

IT IS SO ORDERED.

DATE: **October 01, 2026**_____

_____
HON. LAYNE H. MELZER
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

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

Matute v. Textile Products, Inc., et al.
Case Nos. 30-2023-01354041-CU-OE-CXC and 30-2023-01354032-CU-OE-CXC
Orange County Superior Court

The Orange County Superior Court authorized this notice.
It is not junk mail, spam, an advertisement, or solicitation by a lawyer.
Please read it carefully! You are not being sued.

You may be eligible to receive money from employee class and representative action lawsuits ("Actions") against Textile Products, Inc. and Kordsa, Inc. ("Defendants") for alleged wage and hour violations. The Actions were filed by former employee, Leandro Fajardo Matute, and seek payment of back wages and other relief for a class of all persons currently or formerly employed by Defendants as hourly-paid or non-exempt employees in the State of California ("Class Members") who worked for any of the Defendants at any time during the Class Period (April 9, 2019, through the August 1, 2025); and (2) penalties under the California Labor Code Private Attorneys General Act of 2004 ("PAGA") for all Class Members who worked for any of the Defendants at any time during the PAGA Period (August 14, 2022, through August 1, 2025) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA settlement requiring Defendants to fund Individual PAGA Payments and pay PAGA Penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendants' 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 Defendants' 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 Defendants' 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 during either period, you can submit a challenge by the deadline date.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. **Your legal rights are affected whether you act or not act. READ THIS NOTICE CAREFULLY. You will be deemed to have 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's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants. The judgment, whether favorable or not, will be binding on all Class Members who do not request exclusion.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendants for claims released in the Settlement.
EXCLUDE YOURSELF	Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendants. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendants for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendants for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendants' records indicate that you worked for Defendants at some point(s) between April 9, 2019 through August 1, 2025, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"). If you are a Class Member, you are also an "Aggrieved Employee" if you worked for Defendants during the "PAGA Period," which is August 14, 2022 through August 1, 2025.

If the Court grants Final Approval to the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator's contact information can be found in Section 12, below).

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court in charge of the Action is the Orange County Superior Court, and the case is titled *Matute v. Textile Products, Inc.,* Case Nos. 30-2023-01354041-CU-OE-CXC and 30-2023-01354032-CU-OE-

CXC. The person who sued, Leandro Fajardo Matute, is the Plaintiff, and the companies sued, Textile Products, Inc. and Kordsa, Inc. are the Defendants.

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiff in the lawsuit alleges wage and hour violations against Defendants for: (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; (8) Failure to Produce Requested Employment Records; and (9) Unfair Business Practices. In addition, Plaintiff is seeking to recover civil penalties pursuant to PAGA ("PAGA Penalties") based on the alleged violations of the California Labor Code listed above. Defendants deny Plaintiff's claims and deny any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called "Class Representatives" (in this case, the Plaintiff) sue on behalf of all workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

The Court has not decided in favor of the Plaintiff or Defendants on the merits of the claims alleged in the lawsuit. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes all persons who worked for any of the Defendants in California as an hourly-paid or non-exempt employee at any time from April 9, 2019, through August 1, 2025.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendants have agreed to pay a Gross Settlement Amount ("GSA") of $900,000.00 to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys' fees of up to one third (1/3) of the GSA, currently $300,000.00 and up to $25,000.00 in costs; a Class Representative Service Payment of $10,000.00 to Plaintiff (for Plaintiff's work and efforts prosecuting this case); a PAGA Penalties payment of $45,000.00 to resolve the PAGA claims; and Settlement Administration Costs to Apex Class Action LLC, not to exceed $6,990.00. The exact amount of the Class Counsel's Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval Hearing. The remaining portion of the Settlement amount, the "Net Settlement Amount" or the "NSA," is currently estimated to be approximately **$XXXXXXX**. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded ("opt out") of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a $45,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties payment, or $33,750.00, will be paid to the California Labor and Workforce Development Agency. The remaining 25% of the PAGA Penalties payment, or $11,250.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

Individual Class Payment: Your Individual Class Payment is based on the number of Workweeks you worked, as represented in Defendants' records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (April 9, 2019, through August 1, 2025). Eighty percent (80%) of each Class Member's Individual Class Payment will be treated as a payment in settlement of the alleged claims for interest, reimbursement, and penalties and will be reported on a Form 1099 by the Settlement Administrator, and twenty percent (20%) of each Class Member's Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 20% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Individual PAGA Payment: If you worked for Defendants from August 14, 2022, through August 1, 2025 ("PAGA Period"), you are also an "Aggrieved Employee" and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees' Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on a Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual

PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement under California law.

HOW YOU GET A PAYMENT

9. WHAT IF MY WORKWEEKS OR PAY PERIODS STATED ON THIS NOTICE ARE INCORRECT?

If you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please correct it and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section 12 below, by no later than [60 days from mailing]. The Parties shall file with the Court all disputes submitted by Class Members, the evidence submitted, and the resolution of the disputes. Although the Administrator may make the initial decision regarding claim disputes, the Court may review any decision made by the Administrator regarding a claim dispute

10. HOW AND WHEN WOULD I GET MY PAYMENT?

You do not need to do anything to receive a payment.

The Court will hold a Final Approval Hearing on _____ at _____, to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court's Order granting final approval.

Following the Effective Date, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees approximately 30 days after the Court's approval of the Settlement becomes final so long as there are no appeals.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendants concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the Released Class Claims described below against Defendants ("Released Parties"). The releases become effective once Defendants fully fund the GSA and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments.

Released Class Claims: All Participating Class Members will release all claims, rights, demands, liabilities, and causes of action, alleged or which could have reasonably been alleged based on the facts alleged in the operative Complaint, including but not limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 204, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 510, 1194, and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 226.7 and 512); (4) failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 226.7); (5) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201-203); (6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226); (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code §§ 2802); (8) failure to produce requested employment records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5); and (9) unfair business practices (pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.*). The enumeration of these specific claims shall neither enlarge nor narrow the scope of *res judicata* based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts and circumstances alleged in the Complaint. The Released Class Claims are those that accrued during the Class Period.

Released PAGA Claims: Plaintiff and Aggrieved Employees, on behalf of the State of California, will release all claims for PAGA civil penalties that are alleged or reasonably could have been alleged based on the facts alleged in the operative Complaint and in Plaintiff's PAGA Notice, including but not limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 204, 210, 510, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 510, 1194 and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 210, 226.7 and 512); (4) failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 210 and 226.7); (5) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201 – 203 and 213(d)); (6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226 and 226.3); (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code § 2802); (8) failure to produce requested employment records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5); (9) failure to pay all earned wages twice per month and unlawfully withholding accrued wages (pursuant to Cal. Labor Code §§ 204, 210 and 216); (10) failure to maintain accurate records of hours worked and meal periods (pursuant to Cal. Labor Code §§ 1174, and 1174.5); (11) recordkeeping requirement violations (pursuant to Cal. Labor Code §§ 226.6, 558.1, 1174, 1174.5, 1198 and 1199); (12) retaliation (pursuant to Cal. Labor Code § 1102.5); and (13) civil penalties for wage and hour violations (pursuant to Cal. Labor Code § 558). The Released PAGA Claims are those that accrued during the PAGA Period.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE CLASS SETTLEMENT?

To opt out of the class action settlement, submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the settlement. You may use the attached Exclusion Form. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Actions as *Matute v. Textile Products, Inc., et al.*, and include your identifying information (full name, 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 be excluded to the Administrator by [60 days from mailing], or it will be invalid. You must fax, email, or mail your request to the Administrator as follows:

13. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANTS FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Defendants for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is [60 days from mailing].

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLMENT?

Maybe. If you exclude yourself, you will not receive an Individual Class Payment, however, you will receive an Individual PAGA Payment if you worked for Defendants during the PAGA Period (August 14, 2022, through August 1, 2025).

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

15. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that Wilshire Law Firm, PLC is qualified to represent you and the other Class Members in the lawsuit. These lawyers are called Class Counsel and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense. Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through counsel.

John G. Yslas, Esq.
john.yslas@wilshirelawfirm.com
Jeffrey C. Bils, Esq.
jeffrey.bils@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 513-5205
Facsimile: (213) 381-9989

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve up to one third (1/3) of the GSA (currently $300,000.00) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court approval of up to $25,000.00 in litigation expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve payment to Plaintiff in the amount of $10,000.00 in addition to Plaintiff's Individual Class Payment and Individual PAGA Payment for the initiative, risk, and time and energy Plaintiff has spent in

service to the Class as the Class Representative. The Court may award the Class Representative less than what is requested.

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

17. HOW DO I OBJECT TO THE SETTLEMENT?

A Participating Class Member who disagrees with any aspect of the settlement or the Motion for Final Approval 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 [60 days from mailing]. You may use the attached Objection Form. 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 Actions, *Matute v. Textile Products, Inc., et al.*, and include your name, current address, telephone number and approximate dates of employment for Defendants and sign the objection. You must fax, email, or mail your written objection to the Administrator as follows:

Apex Class Action LLC
Matute v. Textile Products, Inc., et al.
[ADDRESS]
[EMAIL]
[FAX NUMBER]

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 19 of this notice for specifics regarding the Final Approval Hearing.

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval Hearing, the Settlement Agreement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval Hearing to voice your objection or to otherwise observe the proceedings.

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the Class Settlement no longer affects you, and you do not get any money from the Class Settlement. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get any money from this settlement.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing on _____ at ____ in Department CX102 of the Orange County Superior Court located at 751 West Santa Ana Blvd., Santa Ana, California 92701 to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. At least 16 court days before the final approval hearing, Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval. If there are objections or any disputes as to workweeks or pay periods, the Court will consider them at the Final Approval Hearing. 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.

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

20. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. If you submitted a written objection to the settlement administrator, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendants about the legal issues in the Action.

GETTING MORE INFORMATION

22. HOW CAN I GET MORE INFORMATION?

The settlement agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed settlement. The easiest way to read the settlement agreement, the judgment or any other settlement documents is to go to Apex Class Action LLC's website at [URL]. You can also telephone or send an email to Class Counsel (using the contact information listed in Section 15 of this Notice) or the Administrator using the contact information listed below, or consult the Superior Court website by going to https://civilwebshopping.occourts.org/Login.do and entering the Case Number for the Class Action, Case No. 30-2023-01354041.

PLEASE DO NOT TELEPHONE THE COURT OR TEXTILE PRODUCTS, INC. AND KORDSA, INC.'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.

REQUEST FOR EXCLUSION FORM

Matute v. Textile Products, Inc., et al.
Case Nos. 30-2023-01354041-CU-OE-CXC and 30-2023-01354032-CU-OE-CXC
Orange County Superior Court

IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND RECEIVE AN INDIVIDUAL CLASS SETTLEMENT PAYMENT, DO NOT FILL OUT THIS FORM.

If you do not want to be included in this class action settlement, and do not want to receive an individual class settlement payment, complete, date, and sign this form and send it back to the Settlement Administrator, which must be timely faxed, emailed, or postmarked no later than [60 days from mailing]. You can send this form to the Settlement Administrator at:

Apex Class Action LLC
Matute v. Textile Products, Inc., et al.
[ADDRESS]
[EMAIL]
[FAX NUMBER]

If you submit this Request for Exclusion form, you will ***not*** receive an individual class settlement payment under the class action portion of the Settlement, and you will not be bound by the release set forth in the Settlement if the Court grants final approval of the Settlement. You will be excluded from the class action portion of the Settlement, and will not be a Class Member.

If you are entitled to receive a share of the PAGA Payment, you will receive your individual PAGA settlement payment even if you elect to exclude yourself from the class action portion of the Settlement. The employees who are entitled to receive a share of the PAGA Payment are those who meet the following definition: means all persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time during the PAGA Period (August 14, 2022, through August 1, 2025).

By completing, signing, and returning this form, you are confirming your agreement with the following statement:

> I have received notice of the proposed Settlement in this consolidated class action lawsuit, and I wish to be excluded from the class settlement. I understand by requesting exclusion from the class settlement, I will not receive any money from the class settlement, but I will retain whatever individual rights I may have, if any, to pursue a claim against the Defendant with respect to the class claims raised in the above-referenced lawsuit.

Your Name: _____
Street Address: _____
City, State, Zip Code: _____
Telephone Number, Including Area Code: _____
Last four digits of Social Security Number: XXX-XX-_____
Date: _____
Signature: _____

OBJECTION FORM

Matute v. Textile Products, Inc., et al.
Case Nos. 30-2023-01354041-CU-OE-CXC and 30-2023-01354032-CU-OE-CXC
Orange County Superior Court

If you want to object to the Class Settlement, complete, date, and sign this form and send it back to the Settlement Administrator. For the written objection to be considered timely, it must be faxed, emailed, or postmarked to the Administrator no later than [60 days from mailing]. You can send this form to the Settlement Administrator at:

Apex Class Action LLC
Matute v. Textile Products, Inc., et al.
[ADDRESS]
[EMAIL]
[FAX NUMBER]

If you choose, you may object to the proposed Settlement. The Court will consider your objection before deciding whether to grant final approval of the Class Action Settlement. By objecting, you are requesting that the Court *not* grant final approval of Settlement. If you are concerned that the settlement terms are unfair, you may submit an objection for the Court's review. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if the Court grants final approval to the Settlement, you will get your individual class settlement payment and the release of claims will apply to you.

If you wish to object to the Settlement, you may complete this Objection form and state the basis for your objection, or you may write your objection in any other written format you choose. Alternatively, you may appear at the Final Approval Hearing and make your objection to the Court regardless of whether you submit a written objection. Send the completed Objection form or other written statement, along with legal briefs or other documents that support your objection, if any, by sending it to the Settlement Administrator no later than [60 days from mailing].

Your Name: _____
Street Address: _____
City, State, Zip Code: _____
Telephone Number, Including Area Code: _____
Last four digits of Social Security Number: XXX-XX-_____
Date: _____
Signature: _____