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Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

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

Plaintiff,

v.

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

Defendants.

CASE NO.: 24STCV04249

Assigned to the Hon. Elihu M. Berle

**DECLARATION OF MEHRDAD
BOKHOUR IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing:

Date: September 14, 2026

Time: 9:00 a.m.

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1. I am an attorney at law, duly licensed to practice before all the Courts of the State of California, and I am the principal of Bokhour Law Group, P.C., co-counsel with Joshua Falakassa of Falakassa Law, P.C., as attorney of record for Plaintiff Jano Martinez and the Settlement Class. As such, I am familiar with the file in this matter, and if called as a witness, I could and would competently testify to the following facts of my own personal knowledge.

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1 2017 through 2022 and as a “Super Lawyer” in 2023 through 2026. This distinction is reserved
2 for the top 2.5% of lawyers in the practice area. I have also been recognized by TopVerdicts.com
3 for achieving several of the top wage-and-hour class-action settlements and PAGA actions in
4 California.

5 8. I have attended numerous Continuing Legal Education courses on employee
6 advocacy.

7 9. My firm has the experience, resources, and means necessary to allow us to
8 provide adequate representation to all Settlement Class Members in this Action.

9 10. Currently, my firm is acting as co-counsel in at least twenty-five wage and hour
10 class actions.

11 11. Class Counsel are respected members of the California Bar with strong records
12 of vigorous and effective advocacy for their clients, and they are experienced in handling
13 complex class action litigation. Both Class Counsel and Plaintiff were prepared to litigate the
14 claims in this action, but they strongly and unequivocally support the proposed Settlement as
15 being in the best interest of the Settlement Class based on the circumstances referenced herein.

16 12. In the opinion of Class Counsel, the recovery for each Settlement Class Member
17 is well within the acceptable range for this type of action. This Settlement is also favorable, as
18 the Settlement Class will promptly receive compensation rather than face the uncertainties
19 inherent in further litigation and the years-long wait for this action to be tried. It is also telling
20 that the Settlement Class has overwhelmingly supported the Settlement on the terms set forth
21 in the Settlement Agreement. No Settlement Class Member has objected to the class-wide
22 Settlement obtained in this matter, and only one Settlement Class Member requested exclusion,
23 and no objections were submitted. Based on all considerations, this Settlement is highly
24 favorable and is in the best interests of the Settlement Class.

25 13. In sum, all relevant factors support final approval of the Settlement. The parties
26 negotiated at arm's length under the supervision of an experienced and well-respected mediator.
27 Class Counsel also investigated, discovered, and analyzed class claims extensively. Moreover,
28 Class Counsel, experienced class action litigators, strongly believe that this Settlement provides

1 an excellent result for the Settlement Class. Lastly, the fact that no objections were filed
2 requesting denial of final approval and no one requested exclusion from the Settlement weighs
3 strongly in favor of approving the Settlement. For these reasons, this Court should conclude
4 that under the circumstances of this case, the proposed Settlement is fair, adequate, and well
5 within the range of reasonableness.

6 **The Proposed Enhancement Award to Plaintiff as Class Representative is Reasonable**

7 14. Plaintiff and Class Counsel request that the Court finally approve a Class
8 Representative Service Payment of \$10,000 for the time, effort, and risks he undertook in
9 participating in this Action. Because a named plaintiff is an essential ingredient of any class
10 action, a service payment is appropriate to induce individuals to step forward and assume the
11 burdens and obligations of representing the settlement class. In deciding the amount of service
12 payment for a class representative, relevant factors include the actions the plaintiff has taken to
13 protect the interests of the settlement class, the degree to which the settlement class has
14 benefited from those actions, and the amount of time and effort the plaintiff expended in
15 pursuing the action.

16 15. In the instant case, Plaintiff assisted Class Counsel on many occasions with
17 investigating and prosecuting this action. Plaintiff provided many documents and relevant
18 information to Class Counsel, spent numerous hours educating Class Counsel on the inner
19 workings of Defendant's operations and timekeeping practices, and made herself available for
20 mediation. The amount sought for the Class Representative aligns with service payments in
21 similar wage-and-hour class actions. In Class Counsel's experience, service payments in wage
22 and hour actions typically range from \$5,000 to \$40,000. Further, Defendant supports the
23 requested Class Representative Service Payment of \$10,000 to Plaintiff.

24 16. As such, the service payment requested is intended to compensate Plaintiff for
25 her critical role in this case and the substantial time, effort, and risks he undertook to help secure
26 the result obtained on behalf of the Settlement Class. The Class Representative Service Payment
27 requested is well-deserved and warranted.

The Requested Attorneys' Fees and Costs are Fair, Reasonable, and Appropriate

17. Class Counsel's application for an award of Attorneys' Fees in an amount of approximately 33.33% of the Settlement Amount on behalf of the Settlement Class is reasonable and fair. The requested fee falls at the lower end of the Ninth Circuit's historical benchmark for attorneys' fees, 20% to 40% of a common fund. It is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a contingent basis.

18. For Class Counsel, the fees here were wholly contingent in nature, and the case presented far more risk than the usual contingent fee case. There was the prospect of the enormous costs inherent in class-action litigation and a long battle with the corporate Defendant. That prospect has become a reality in trial courts and the Court of Appeal in other wage-and-hour class actions. Class Counsel risked not only a great deal of time but also a great deal of expense to ensure the successful litigation of this action on behalf of all Settlement Class Members. Based upon the foregoing, Class Counsel respectfully requests that the Court award Attorneys' Fees in the amount of \$124,166.67 and costs incurred in the amount of \$18,303.60.

Class Counsel will collectively work approximately 115 hours on this case. Class Counsel's hourly rate, in this case for Mehrdad Bokhour, is \$750 per hour, and my co-counsel, Joshua Falakassa, worked approximately 50.5 hours on this case at an hourly rate of \$725 per hour. Accordingly, this results in a total lodestar amount of \$84,987.50, summarized in the following table and the declaration of Class Counsel. The hourly rates above are comparable to those of other attorneys with comparable experience. The requested fee represents a 1.46 multiplier applied to the combined lodestar, which is well within the range courts regularly approve.

Attorney	Experience	Hourly Rate	Hours	Total Lodestar
Mehrdad Bokhour	13 years	\$750	44.5 ¹	\$33,750

¹ Includes an estimated 10 hours of additional work preparing for and attending the hearing (inclusive of finalizing and filing the motion, appearing at the hearing, addressing the Court's questions/concerns, submitting revised documents, responding to class members who are anxious to receive their check, and so on), as well as 5 hours in anticipated work to be performed after the final approval, working with counsel, administrator, and Class Members (which includes up to 1.5 years of case management relating to ensuring timely payment from Defendant, reviewing the calculations, checks are timely mailed, responding to class members questions about the timing of checks/missing checks/lost checks and remailings, working with the administrator regarding uncashed checks and remailings,

Joshua Falakassa	12 years	\$725	40.5	\$29,362.50
Total Lodestar				\$84,987.50

19. The ultimate result was far from certain. When this case was taken on a contingency fee basis, the firm agreed to assume responsibility for all litigation costs. In the course of this Action, Class Counsel paid all costs, including filing fees, court costs, research fees, and mediation costs. There was never a guarantee that we would recoup those expenditures.

20. It has been my experience that the benchmark for an attorney's fee award in California state cases is one-third of a common fund. Here, Class Counsel requests 33.33% of the Settlement Amount.

21. The fee is warranted because of the results achieved for the Settlement Class Members, both in terms of the immediate cash settlement and the fact that the Settlement Class Members resoundingly supported the Settlement. Defendant does not oppose this fee request.

22. The following are the itemized litigation costs (actually incurred) for the above-referenced matter:

(1)	LWDA Filing Fee	\$75
(2)	Mediation	\$9,450
(3)	Filing Fees	\$1,927.80
(4)	Service of Process	\$103.80
(5)	CaseAnywhere	\$862
(6)	Expert Fee	\$5,885
	Total	\$18,303.60

23. The LWDA's confirmation of receipt of this settlement and motion for final approval are attached hereto as **Exhibit "A."**

24. A true and correct copy of the Settlement Agreement is attached as **Exhibit "B."**

25. Plaintiff and the Class Members are all individuals who are or were employed by Defendant as non-exempt hourly employees in California between February 20, 2020, and August 20, 2025. The primary claims, which Defendant disputes, involve allegations that the Class Members were not paid all wages owed due to Defendant's timekeeping practices. Additionally, Plaintiff alleges claims for failure to pay all wages, non-compliant meal and rest periods, wage statement violations, waiting time penalties, and associated PAGA penalties.

assisting with the Administrator's declarations regarding payments and uncashed checks, potentially filing an amended judgment, appearing at the final disbursement hearing and/or submitting paperwork related thereto.

1 26. The proposed Settlement was the product of arm's length negotiations, including
2 a full day mediation before experienced class action mediator Kelly Knight, Esq.

3 27. Plaintiff and Class Counsel have diligently investigated the claims raised in this
4 litigation and, after taking into account the disputed factual and legal issues involved in this
5 action, the risks attending further prosecution, and the benefits to be received pursuant to the
6 compromise and settlement of the Action as set forth in the Settlement, concluded that the
7 Settlement terms are fair, reasonable, and in the best interest of the Settlement Class.

8 28. As the Settlement Agreement reveals, there is no preferential treatment for any
9 segment of the Settlement Class, as the Settlement is designed to fairly and adequately
10 compensate all Settlement Class Members. Pursuant to California Rules of Court Rule 3.769(b),
11 the parties have disclosed the agreed-upon and proposed Attorneys' Fees, which are well within
12 the range of reasonableness for matters of this nature.

13 29. As set forth at the time of preliminary approval, Class Counsel's investigation into
14 the facts and merits of the wage and hour claims alleged included analyzing substantial amounts
15 of information, correspondence, documents, timekeeping and pay data, policies and procedures,
16 and evidence relating to the class size and the commonality of the claims. During this process,
17 Plaintiff and Class Counsel investigated the potential claims of similarly situated employees and
18 researched Defendant's defenses. Finally, Class Counsel synthesized and analyzed information
19 provided by Defendant as to the total Settlement Class Members, the number of current and
20 former employees, and the number of employees who worked during various time periods and
21 prepared comprehensive damages calculations regarding the wage and hour claims at issue.

22 30. In light of the uncertainties of protracted litigation, this negotiated Settlement
23 reflects the best practicable recovery for the Settlement Class. While the total Settlement amount
24 is, of course, a compromise figure, the potential risks and opportunities for both parties were
25 weighed, resulting in a fair and equitable Settlement. Based upon detailed data obtained through
26 discovery and information exchanges and factoring in claim certification and liability
27 probabilities, Class Counsel formulated detailed damages models to evaluate the claims in
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1 preparation for mediation and reach a realistic and reasonable resolution. Of course, Defendant
2 denies that any damages should be assessed and denies all of the value assessed by Plaintiff.

3 31. Moreover, as further detailed in Plaintiff's Motion for Preliminary Approval of
4 Class Action Settlement, Defendant strongly disputed the merits of the case and the damages on
5 several grounds.

6 32. The Settlement should be approved, and judgment entered based on the
7 determination that the Settlement is fair, reasonable, adequate, and in the best interests of the
8 Settlement Class.

9 33. In compliance with California Rules of Professional Conduct section 1.5.1,
10 Plaintiff signed a fee split agreement that provides that fees will be allocated between Class
11 Counsel as follows: fifty percent (50%) to the Bokhour Law Group, P.C., and fifty percent (50%)
12 to Falakassa Law, P.C.

13 I declare under penalty of perjury under the laws of California that the foregoing is true
14 and correct, this 16th day of July 2026, at Los Angeles, California.

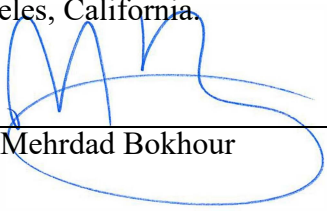
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EXHIBIT “A”

EXHIBIT “B”

AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Amended Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Jano Martinez (collectively, “Plaintiff”), on behalf of himself and as a proxy/agent for the California Labor and Workforce Development Agency (“LWDA”), and defendant Swaner Hardwood Co., Inc. (“Defendant” or “Swaner”). The Agreement refers to Plaintiff and Defendant collectively as “Parties” or individually as a “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant, captioned *Martinez v. Swaner Hardwood Co. Inc.*, initiated on February 20, 2024, and pending in the Superior Court of the State of California, County of Los Angeles, Case No. 24STCV04249.
- 1.2 “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Class” or “Settlement Class” means all individuals who are or were employed by Defendant as non-exempt hourly employees in California during the Class Period.
- 1.5 “Class Counsel” means Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C.
- 1.6 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” means the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.7 “Class Data” means the class member identifying information in Swaner’s possession, including the class member’s name, last-known mailing address, social security number, and number of class period workweeks and PAGA pay periods.
- 1.8 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a PAGA Member).
- 1.9 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

- 1.10 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.11 “Class Period” means the period from February 20, 2020, through August 20, 2025.
- 1.12 “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as Class Representative.
- 1.13 “Class Representative Service Payment” means the payments to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.14 “Court” means the Superior Court of California, County of Los Angeles.
- 1.15 “Defense Counsel” means Roger M. Mansukhani and Matthew A. Tessieri of Gordon Rees Scully Mansukhani LLP.
- 1.16 “Effective Date” means the date by when both the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final.
- 1.17 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.18 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.19 “Final Judgment” means the Judgment entered by the Court upon Granting Final Approval of the Settlement.
- 1.20 “Gross Settlement Amount” means \$372,500, which is the total amount Swaner agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses Payment. Swaner shall be separately responsible for the cost of its share of employer-side payroll taxes. The Settlement is non-reversionary.
- 1.21 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.22 “Individual PAGA Payment” means the PAGA Member’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

- 1.23 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.24 “LWDA PAGA Payment” means 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.25 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.26 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.27 “PAGA” means the Private Attorneys General Act (Labor Code § 2698 *et seq.*).
- 1.28 “PAGA Member” means any non-exempt hourly employee who works or worked for Swaner in California at any time during the PAGA Period.
- 1.29 “PAGA Pay Period” means any Pay Period during which a PAGA Member worked for Swaner for at least one day during the PAGA Period.
- 1.30 “PAGA Period” means the period from February 20, 2023, through August 20, 2025.
- 1.31 “PAGA Notice” means Plaintiff’s letter to Swaner and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.32 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the PAGA Members (\$5,000) and 75% to the LWDA (\$15,000) in settlement of the PAGA claims.
- 1.33 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.34 “Plaintiff” means Jano Martinez, the named Plaintiff in the Action.
- 1.35 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.36 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.37 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

- 1.38 “Released Parties” means Defendant and all its respective past and present officers, directors, board members, managers, employees, partners, agents, contractors, owners, stockholders, members, franchisees, related or parent companies, joint ventures, affiliates, divisions, subsidiaries, successors, predecessors, assigns, insurers, representatives, attorneys, and all other persons acting by, through, under or in concert with them.
- 1.39 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.40 “Response Deadline” means 45 days after the Administrator mails the Notice to Class Members and PAGA Members, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.41 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.42 “Workweek” means any week during which a Class Member worked for Swaner for at least one day during the Class Period.
- 1.43 “Swaner” means the named Defendant Swaner Hardwood Co., Inc., and each of its parent company/companies, franchisees, joint ventures, affiliates, divisions, subsidiaries, holding companies, successors, predecessors, and/or assigns.

2. RECITALS.

- 2.1 On February 20, 2024, Plaintiff filed suit in Los Angeles County Superior Court, 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. On July 29, 2024, Plaintiff filed a First Amended Complaint that added a cause of action seeking civil penalties under the California Private Attorneys General Act of 2004 (“PAGA”). The First Amended Complaint is the operative complaint in the action (the “Operative Complaint”).
- 2.2 Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.
- 2.3 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Swaner and the LWDA by sending the PAGA Notice.

- 2.4 On June 20, 2025, the Parties participated in an all-day mediation session before Kelly Knight, Esq., which culminated in the Parties reaching the settlement memorialized in this Agreement.
- 2.5 Prior to mediation, Plaintiff obtained, through informal discovery, a sampling of time and corresponding pay records belonging to a randomized sampling of Class Members, relevant Swaner's policies, Plaintiff's time and payroll records and wage statements, and the total number of Class Members and workweeks worked during the Class Period.
- 2.6 The Court has not granted class certification.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Swaner promises to pay \$372,500 and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Swaner has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Swaner.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:
 - 3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000 to Plaintiff (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment by no later than 16 court days prior to the Final Approval Hearing. If the Court approves the Class Representative Service Payment for less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Class Representative Service Payment to taxing authorities on an IRS Form 1099. Plaintiff assumes full responsibility and liability for all taxes owed on his or her respective Class Representative Service Payment.
 - 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than \$124,166.67 (representing 33.33% of the Gross Settlement Amount), and a Class Counsel Litigation Expenses Payment of not more than \$25,000. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days

prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will report the Class Counsel Fees Payment and Class Counsel Expenses Payment to taxing authorities on one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for any and all taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and agrees to and holds Swaner harmless and, further, agrees to indemnify Swaner from any dispute or controversy, including any reasonable attorneys' fees incurred, regarding any division, sharing or taxing of the Class Counsel Fees Payment and/or the Class Counsel Litigation Expenses Payment.

- 3.2.3 To the Administrator: An Administrator's Expenses Payment not to exceed \$6,000, except for a showing of good cause and as approved by the Court. To the extent the Administrator's expenses are less, or the Court approves payment of less than \$7,500, the Administrator will allocate the remainder to the Net Settlement Amount.
- 3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated 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 each Participating Class Member's Workweeks.
 - 3.2.4.1 Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported by the Administrator to taxing authorities on an IRS W-2 Form. 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for all interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported by the Administrator to taxing authorities on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any and all taxes owed on their Individual Class Payment.
- 3.2.5 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for

distribution to Participating Class Members on a pro rata basis according to their respective Workweeks.

3.2.6 To the LWDA and Covered Employees: PAGA Penalties in the amount of \$20,000 will be paid from the Gross Settlement Amount, with 75% (*i.e.*, \$15,000) allocated to the LWDA PAGA Payment and 25% (*i.e.*, \$5,000) allocated to the Individual PAGA Payments. The Parties agree that should the Court not approve this allocation and increases it, the Gross Settlement Amount will not be increased accordingly.

3.2.6.1 The Administrator will calculate each Individual PAGA Payment 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 each PAGA Member's PAGA Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.6.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments to taxing authorities on IRS 1099 Forms.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1 Class Workweeks and PAGA Member Pay Periods. Based on Defendant's review of its payroll data, Defendant represents that the Settlement Class consists of approximately 112 class members who worked approximately 17,794 workweeks during the Class Period. Defendant further represents that the PAGA Settlement Class consists of approximately 76 employees who worked approximately 3,951 pay periods during the PAGA Period.

4.2 Class Data. No later than twenty-one (21) days after the Court grants Preliminary Approval of the Settlement, Swaner will deliver the Class Data to the Administrator in a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform Administrator's duties under this Agreement. Swaner has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Swaner must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. The Settlement Administrator will provide Swaner with wire transfer information within three (3) days after the Effective

Date. Swaner shall fund the Gross Settlement Amount within thirty (30) days of the Effective Date.

- 4.4 Payments from the Gross Settlement Amount. Within ten (10) days after Swaner funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1 The Administrator will withhold applicable payroll taxes and issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom the Class Notice was returned as undeliverable). The Administrator will send checks for Individual PAGA Payments to all PAGA Members including Non-Participating Class Members who qualify as PAGA Members (including those for whom the Class Notice was returned as undeliverable). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undeliverable without a United States Postal Service ("USPS") forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search, or failing both, re-mailing to the original address. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undeliverable. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator shall donate the funds represented by such checks 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, sub. (b).

- 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Swaner to confer any additional benefits or make any additional payments to Class Members whatsoever (such as 401(k) contributions, bonuses, or otherwise) beyond those specified in this Agreement.
- 4.4.5 The Administrator agrees to execute a separate signature page provided by Class Counsel and Defense Counsel agreeing to be bound by all applicable provisions of this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Swaner fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

- 5.1 Release by Plaintiff. In consideration of Plaintiff’s awarded Class Representative Service Payment, Plaintiff’s Individual Class Payment, and the other terms and conditions of the Settlement, as of the date the Settlement becomes Final and is fully funded, Plaintiff, on behalf of himself and his respective former and present spouses, representatives, agents, attorneys, heirs, executors, administrators, successors, and assigns, releases any and all known and unknown claims against Swaner and the Released Parties that arose on or before the date he signs this Agreement. Expressly excluded from Plaintiff’s release are any claims for workers’ compensation benefits, unemployment insurance benefits, and any other claims that cannot be released by law. This release covers any and all statutory, common law, constitutional, and other claims, including but not limited to: any and all claims and causes of action alleging the Released Parties violated any type of written or unwritten contract, labor contract, agreement, understanding, policy, benefit, retirement, welfare or pension plan, equity, phantom stock, long-term incentive or similar deferred compensation plan, promise, covenant of any kind, including, but not limited to, any covenant of good faith and fair dealing or any employment contract between Plaintiff and the Released Parties and/or any Released Party’s bylaw, handbook or policy; discriminated against or harassed Plaintiff on the basis of any characteristic or trait protected under any law, including, but not limited to, race, color, national origin, ancestry, ethnicity, sex, disability, religion, marital status, parental status, military status, pregnancy, genetic information, citizenship, age (including, but not limited to, claims under the Age Discrimination in Employment Act of 1967 (as amended)), source of income, union activities, sexual orientation, gender identity, transgender status, arrest or conviction record, entitlement to benefits, or retaliated against Plaintiff for engaging in any whistleblowing or other protected activity, in violation of local, state or federal laws, constitutions, regulations, ordinances or executive orders, including without limitation, the California Fair Employment and Housing Act, the California Business and Professions Code and the California Constitution; retaliated against

Plaintiff for engaging in any protected activity in violation of local, state or federal laws, constitutions, regulations, ordinances, or executive orders; violated public policy or common law, including, but not limited to, claims for: personal injury; invasion of privacy; retaliatory or wrongful discharge; negligent hiring, entrustment, training, retention or supervision; wanton and willful conduct; defamation, libel, slander or false light; intentional or negligent infliction of emotional distress and/or mental anguish; intentional interference with contract or business expectancy; negligence; premises liability; detrimental reliance; promissory estoppel; and/or loss of consortium to Plaintiff or any member of Plaintiff family; violated the Family Medical Leave Act, or any similar federal, state or local law governing paid or unpaid leave, including, without limitation, the California Family Rights Act; violated the federal Fair Labor Standards Act, or any similar federal, state or local law governing the payment of wages, overtime, misclassification, working conditions or meal and rest breaks, including, without limitation, the California Labor Code and the Industrial Welfare Commission's Wage Orders; violated any other federal, state, local or administrative statute, regulation, ordinance, rule, policy, case law, or any common law theory of any kind; and/or are in any way obligated for any reason to pay Plaintiff any damages, expenses, penalties, interest, litigation costs, attorney's fees, wages, bonuses, commissions, incentive pay, deferred compensation, severance pay, separation pay, termination pay, any type of payments or benefits based on Plaintiff separation from employment, disability or any other employee benefits, and/or sick pay.

5.1.1 General Release. The Parties understand and agree that Plaintiff's release of claims in Paragraph 5.1 and each of its subparagraphs includes all claims of every nature and kind whatsoever, whether known or unknown, suspected or unsuspected. It is therefore the intention of the Parties not to limit this release to claims arising out of or in the scope of Plaintiff's employment with Defendant and, instead, to make this release as broad and as general as the law permits.

5.1.2 Plaintiff's Waiver of Rights under Civil Code Section 1542. With respect to Plaintiff's Released Claims only, the Parties stipulate and agree that Plaintiff shall have, by operation of the Final Judgment entered by the Court, waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff shall be deemed to have acknowledged that this Settlement Agreement is intended to waive and release all released claims that he or she does not know or suspect to exist in his or her favor at the time of the approval of this Settlement Agreement.

- 5.2 Release by Participating Class Members. 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.
- 5.3 Release by PAGA Members. 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.
- 5.4 Certain Labor Code Sections Do Not Apply to Releases. The Parties agree that California Labor Code Sections 206.5 and 2804 do not invalidate any provision of this Agreement because, among other things, the causes of action and released claims are disputed and contested, and the Settlement was bargained for at arm's length and approved by the Court.

6. **MOTION FOR PRELIMINARY APPROVAL.** Within a reasonable time, pursuant to the Court’s applicable Order, Plaintiff will move for an order granting preliminary approval of the Settlement (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for preliminary approvals.

- 6.1 Plaintiff’s Responsibilities. Plaintiff will prepare, and deliver to Defense Counsel no later than 5 days before filing, all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement (including, without limitation, all costs relating to Class Notice and claims administration) and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve, averring he is not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement, and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; and (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members, its lack of knowledge of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement, and its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (s)(1)), this Agreement (Labor Code section 2699, subd. (s)(2)), and a copy of the Final Judgment (Labor Code section 2699, subd. (s)(3))).
- 6.2 Responsibilities of Counsel. Class Counsel is responsible for expeditiously preparing, finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is also responsible for delivering the Court’s Preliminary Approval to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by

meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. If Class Counsel and Defense Counsel cannot reach agreement, they shall jointly raise the matter with the Court.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. ("ILYM") to serve as the Administrator and verified that, as a condition of appointment, ILYM agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Tax Reporting. The Administrator will calculate all payroll taxes owed on the Wage Portions of the Individual Class Payments, withhold the amounts owed by the Class Members, notify Swaner of its share of the payroll taxes, collect and remit to the appropriate taxing authorities Swaner's share of the payroll taxes, report all payments made under this Agreement to the appropriate taxing authorities, and issue related tax documents to the Class Members and PAGA Members. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel (with a copy to Defense Counsel) that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 15 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- 7.4.3 Not later than 5 business days after the Administrator's receipt of any Class Notice returned by the USPS as undeliverable, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. If the USPS does not provide a forwarding address and the Administrator's Class Member Address Search does not result in any updated address, the Administrator shall re-mail the Class Notice to the original address. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline by re-mailing the Class Notice.
- 7.4.5 If the Administrator, Swaner, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs)

- 7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion no later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or//their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's first and last name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class

Member and the Class Member's desire to be excluded. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. If, pursuant to these procedures, the Administrator accepts a Request for Exclusion that lacks all the information specified in the Class Notice, then the Administrator shall notify both Class Counsel and Defense Counsel who may object to the Class Member's exclusion. The Administrator shall provide Class and Defense Counsel with information sufficient to determine the Class Member's identity. If the Parties cannot reach a resolution on whether the Class Member should be included/excluded, the Parties may raise the issue with the Court at an appropriate time and request that the Court resolve the disagreement.

- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA Members are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.
- 7.5.5 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review Requests for Exclusion on a rolling basis to ascertain their validity. Not later than 10 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the

Workweeks and/or PAGA Pay Periods (if any) contained in the Class Notice are correct so long as they are consistent with the Class Data. The Parties may appeal the Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods at the Final Approval Hearing. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so no later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of this Agreement, Motion for Preliminary Approval, the Preliminary Approval order, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval order and the Final Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undeliverable by USPS, Requests for Exclusion (whether

valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Reports”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

- 7.8.3 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator’s decision shall be appealable to the Court at the Final Approval Hearing.
- 7.8.4 Administrator’s Declaration. No later than 14 days before the date by which Plaintiff are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable for filing with the Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notices, the Class Notices returned as undeliverable, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attaching the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) with the Court.
- 7.8.5 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare and submit to Class Counsel and Defense Counsel a signed declaration suitable for filing with the Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration with the Court.
- 7.8.6 Notice of Final Judgment. The Administrator will provide notice to Class Members of the Final Judgment.

- 8. **ESCALATOR CLAUSE.** Defendant has represented that the actual number of weeks worked by the Settlement Class during the Class Period is approximately 17,794. If the number of workweeks worked by the Class Members is greater than 10% above that estimated by Defendant, then the portion of the GSA attributable to non-PAGA claims (i.e., the GSA less the PAGA penalties) shall be increased proportionately for each additional Workweek above the 10% buffer. If the number of pay periods worked by the Aggrieved

Employees is greater than 10% above that estimated by Defendant, then the portion of the GSA attributable to PAGA claims (i.e., the PAGA penalties) shall be increased proportionately for each additional pay period worked above the 10% buffer.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** If five percent (5%) or more of the Class Members validly elect not to participate in the Settlement, Swaner will have the right to rescind the Settlement, and the Settlement and all actions taken in its furtherance will be null and void. Swaner must exercise this right within 7 days after the Settlement Administrator notifies the parties of the number of opt-outs, which the Settlement Administrator will do within 10 days after the deadline for submission of opt-outs. If Swaner exercises the right to rescind, it will be responsible for all costs actually incurred by the Administrator in the administration of the Settlement through that time.
10. **MOTION FOR FINAL APPROVAL.** No later than 16 court days before the scheduled Final Approval Hearing, Plaintiff will file with the Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (s), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 10 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
 - 10.1 **Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents with the Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 10.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Plaintiff, the Class Members, and/or the PAGA Members), the Parties will expeditiously work together in good faith to attempt to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.
 - 10.3 **Continuing Jurisdiction of the Court.** The Parties agree that, after entry of the Judgment, the Court will retain jurisdiction over the Parties, this Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing Settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
 - 10.4 **Waiver of Right to Appeal.** The Parties and all Participating Class Members who did not object to the Settlement as provided in this Agreement waive all rights to

appeal from the Final Approval of the Settlement unless the Court materially modifies the Settlement, except that Plaintiff and Class Counsel may appeal from an order by the Court that reduces the amounts sought for the Class Representative Payments or the Class Counsel Fees or Litigation Expenses Payment. Such an order or affirmance of such an order will not entitle Plaintiff or the Class to avoid the Settlement. Swaner's payment obligation under the Settlement will be suspended pending an appeal of the Judgment.

- 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Plaintiff, the Class Members, and/or the PAGA Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to attempt to address the appellate court's concerns, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. **ADDITIONAL PROVISIONS.**

- 12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Swaner that any of the allegations in the Operative Complaint have merit or that Swaner has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Swaner's defenses in the Action have merit. Further, Swaner specifically denies any liability, unlawful conduct or wrongdoing for any of the causes of action in the Operative Complaint, and further denies any violation of any order (including any wage order), law, statute, regulation, rule, duty or contract (including any collective bargaining agreement) on the part of Swaner or any Released Party. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Swaner reserves the right to contest certification of any Class for any reasons, and Swaner reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Swaner's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or

effectuate the Settlement, this Agreement, and/or to raise a defense based on *res judicata* or collateral estoppel).

- 12.2 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this Paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.3 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral or written representations, warranties, covenants, or inducements made to or by any Party, with the exception of the Parties' Memorandum of Understanding Re: Class Action/PAGA Settlement ("Memorandum"). In the event of any conflict between this Agreement and the Parties' Memorandum, the terms of this Agreement shall control.
- 12.4 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Swaner, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.5 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement (if agreed by the Parties), submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.6 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Agreement.
- 12.7 No Tax Advice. None of Plaintiff, Class Counsel, Swaner nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.8 Nondisparagement. Plaintiff agrees not to make any statements or take any actions, from the date Plaintiff execute this Agreement, which disparages the Released

Parties. Nothing in this Agreement, however, prevents Plaintiff from providing truthful information or communicating with any government agency or from engaging in any other activities protected by law. In accordance with Section 1670.11 of the California Civil Code, nothing in this Agreement prevents Plaintiff from testifying in any administrative, legislative or judicial proceeding concerning alleged criminal misconduct or sexual harassment. Nothing in this Agreement prevents or restricts the Parties from disclosing factual information related to a claim or complaint involving the acts listed in Section 1001(a) of the California Code of Civil Procedure. For purposes of this Agreement, “disparage” means making comments or statements to any person or entity that would adversely affect a Released Party’s reputation or business operations.

- 12.9 Negotiated Settlement Agreement. Plaintiff acknowledges and agrees this Agreement constitutes a “negotiated settlement agreement” under California Government Code section 12964.5(d).
- 12.10 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.12 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.13 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.14 Confidentiality. Plaintiff and their attorneys agree not to issue any press or other media releases or talk to the press or media regarding the Settlement, and Plaintiff’s attorneys agree not to publicize the Settlement on their website or social media. In addition, prior to filing of the Motion for Preliminary Approval, Plaintiff and their attorneys will not have any communication with anyone other than family members, clients, Class Members, financial advisors, retained experts, and vendors related to settlement administration, regarding the Settlement. If, before the filing of the Motion for Preliminary Approval, Plaintiff or their attorneys disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of the Settlement except as required by law or to effect the Settlement, Swaner may rescind the Settlement, rendering it null and void.
- 12.15 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152 and 1154, and all copies and summaries of the Class Data provided to Class Counsel by Swaner in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only

with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, regulation, statute, or rule of court. No later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final payout of all Settlement funds, Plaintiff shall permanently destroy all paper and electronic versions of Class Data received from Swaner unless, prior to the Court's discharge of the Administrator's obligation, Swaner makes a written request to Class Counsel for the return, rather than the destruction of, Class Data.

- 12.16 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.17 Calendar Days. Unless otherwise noted, all references to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or court-recognized legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.18 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff and the Settlement Class:

Joshua S. Falakassa
josh@falakassalaw.com
FALAKASSA LAW, P.C.
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067

Mehrdad Bokhour
mehrdad@bokhourlaw.com
BOKHOUR LAW GROUP, P.C.
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067

To Defendant:

Matthew A. Tessieri, Esq.
mtessieri@grsm.com
GORDON REES SCULLY MANSUKHANI, LLP
633 West Fifth Street, 52nd Floor
Los Angeles, California 90071

- 12.19 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for

purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.20 Stay of Litigation. The Parties agree that upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree upon signing this Agreement, pursuant to California Civil Procedure Code section 583.330, to extend the date to bring a case to trial under California Civil Procedure Code section 583.310 for the entire period of this settlement process.

2/25/2026

Dated: February __, 2026

Signed by:

753508846315406
Plaintiff Jano Martinez

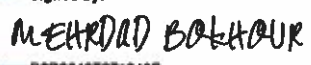
March 11, 2026
Dated: February __, 2026

Defendant Swaner Hardwood Co., Inc.

By: 

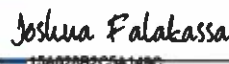
Approved As to Form Only:
2/21/2026

Dated: February __, 2026

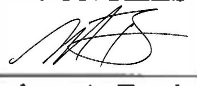
BOKHOUR LAW GROUP, P.C.
Signed by:

B0B3040F571940F
Mehrdad Bokhour
Attorneys for Plaintiff

2/21/2026

Dated: February __, 2026

FALAKASSA LAW, P.C.
Signed by:

15A02082C5A140C
Joshua Falakassa
Attorneys for Plaintiff

March 11, 2026
Dated: February __, 2026

GORDON REES SCULLY MANSUKHANI

Matthew A. Tessieri
Attorneys for Defendant