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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
SUPERIOR COURT OF ORANGE

OMAR VEJAR, on behalf of himself and
on behalf of all persons similarly situated,

Plaintiff,

vs.

FINELINE WOODWORKING, INC., a
California Corporation, FINELINE
ARCHITECTURAL MILLWORK, INC.,
a California Corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No. 30-2021-01208607-CU-OE-CXC

**[PROPOSED] JUDGMENT AND ORDER
GRANTING FINAL APPROVAL TO
CLASS ACTION AND PAGA
SETTLEMENT AND APPLICATION FOR
ATTORNEYS’ FEES AND COSTS**

Hearing Date: October 7, 2022
Hearing Time: 10:00 a.m.

Honorable Judge Randall J. Sherman
Department CX-105

1 On October 7, 2022, Plaintiff OMAR VEJAR (“Plaintiff”) presented his unopposed
2 Motion for Final Approval of the proposed Settlement as set forth in the Class Action and PAGA
3 Settlement, as amended by Amendment #1 (the “Agreement”).

4 Plaintiff and Defendants FINELINE WOODWORKING, INC. and ARCHITECTURAL
5 MILLWORK, INC (“Defendants”) (collectively the “Parties”) have submitted their proposed
6 Settlement, which this Court preliminarily approved by its May 20, 2022 order (the “Preliminary
7 Approval Order”). In accordance with the Preliminary Approval Order, the Settlement Notice has
8 been disseminated to Class Members, who have been given adequate notice of the terms of the
9 proposed Settlement and the opportunity to object to it or to exclude themselves from it.

10 Having received and considered the proposed Settlement, the supporting papers filed by
11 Plaintiff, and the evidence and argument received by the Court before entering the Preliminary
12 Approval Order and at the Final Approval Hearing, the Court grants final approval of the
13 Settlement, enters this Final Approval Order, and HEREBY ORDERS and MAKES
14 DETERMINATIONS as follows:

15 1. Except as otherwise specified herein, the Court for purposes of this Final Approval
16 Order adopts all defined terms set forth in the Agreement.

17 2. For settlement purposes only, the Court grants certification as to the proposed
18 Class Members, consisting of all employees who are or previously were employed by defendant
19 Fineline Woodworking, Inc., or Fineline Architecture Millwork, Inc., in California and who were
20 classified as non-exempt employees during the Class Period. The “Class Period” is defined as the
21 period from June 29, 2017 to March 26, 2022.

22 3. Pursuant to the Preliminary Approval Order, the Settlement Notice was sent to
23 each Class Member by first-class mail. The Settlement Notice informed Class Members of the
24 terms of the proposed Settlement, their right to receive an Individual Settlement Share, their right
25 to submit disputes or object to the Settlement and/or the Class Counsel Award, their right to elect
26 not to participate in the Settlement and pursue their own remedies, and their right to appear in
27 person and/or by counsel at the Final Approval Hearing and be heard regarding approval of the
28 proposed Settlement. Adequate periods of time were provided by each of these procedures.

1 4. The Court finds and determines that this notice procedure afforded adequate
2 protections to Class Members and provides the basis for the Court to make an informed decision
3 regarding approval of the Settlement based on the responses of Class Members. The Court finds
4 and determines that the notice provided in this case was the best notice practicable, which
5 satisfied the requirements of law and due process.

6 5. No Class Members filed written objections to the Settlement as part of this notice
7 process.

8 6. Two Class Members submitted Requests for Exclusion from the Settlement as part
9 of this notice process: The names of the Class Members who opted out are Roger Carr and Kevin
10 Hill.

11 7. For the reasons stated in the Preliminary Approval Order, the Court finds and
12 determines that the terms of the proposed Settlement are fair, reasonable and adequate as to the
13 Class Members and orders that the Class Members who did not opt out will be bound by the
14 Settlement, that the Settlement is ordered finally approved, and that all terms and provisions of
15 the Settlement should be and hereby are ordered to be consummated.

16 8. The Court finds and determines that the all-inclusive Gross Settlement Amount in
17 the amount of \$264,000 and the Individual Settlement Shares to be paid to the Participating Class
18 Members under the Settlement are fair and reasonable. The Court hereby grants Final Approval
19 to and orders the payment of those amounts be distributed to the Class Members out of the Net
20 Settlement Amount in accordance with the Agreement. Pursuant to the terms of the Agreement,
21 the Settlement Administrator is directed to make the Individual Settlement Share payments to
22 each Participating Class Member.

23 9. The Court finds and determines that payment to the California Labor and
24 Workforce Development Agency, the LWDA Payment, of \$7,500.00, as its share of the
25 settlement of civil penalties in this case is fair, reasonable, and appropriate, and directs the
26 Settlement Administrator to make the Individual PAGA Payments as set forth in the Agreement.

27 10. The Court finds and determines that the Settlement Administration Costs for
28 administering the Settlement, in the amount of \$9,700, are fair and reasonable. The Court hereby

1 grants final approval to and orders that the payment of that amount be paid out of the Gross
2 Settlement Amount to the Settlement Administrator in accordance with the Agreement.

3 11. The Court finds and determines that an enhancement award of \$5,000 is sufficient
4 and proper for a class and settlement of this size, and considering the amount of time that plaintiff
5 spent on this case, and hereby orders that the requested payment in the amount of \$10,000 be
6 reduced to \$5,000 and paid out of the Gross Settlement Amount.

7 12. The Court further finds and determines that the request by Class Counsel for the
8 attorneys' fees portion of the Class Counsel Award is fair and reasonable and hereby orders that
9 \$88,000 (one-third of the Gross Settlement Amount) be paid to them out of the Gross Settlement
10 Amount. The attorneys' fees portion of the Class Counsel Award shall be divided between Class
11 Counsel as follows: 50% to the JCL Law Firm, APC and 50% to Zakay Law Group, APLC.

12 13. The Court also finds and determines that the request by Class Counsel for the
13 litigation costs portion of the Class Counsel Award is fair and reasonable and hereby orders that
14 \$11,637.67 (\$6,585.49 to the JCL Law Firm, APC and \$5,052.18 to Zakay Law Group, APLC)
15 be paid to them out of the Gross Settlement Amount.

16 14. Following the Effective Date, and upon funding in full of the Gross Settlement
17 Amount by Defendant, any person who is a Class Member who did not timely and validly
18 exclude themselves from the Settlement shall be deemed to have fully and finally released all
19 Released Claims, as defined in the Agreement.

20 15. Following the Effective Date, and upon funding in full of the Gross Settlement
21 Amount by Defendant, all PAGA Employees shall release all Released PAGA Claims as defined
22 in the Agreement, irrespective of whether they opted out of the Settlement, and will be bound by
23 this PAGA Release.

24 16. If, for any reason, the Settlement ultimately does not become Final (as defined in
25 the Agreement), this Final Approval Order will be vacated; the Parties will return to their
26 respective positions in the Action as those positions existed immediately before the Parties
27 executed the Agreement; and nothing stated in the Agreement or any other papers filed with this
28 Court in connection with the Settlement will be deemed an admission of any kind by any of the

1 Parties or used as evidence against, or over the objection of, any of the Parties for any purpose in
2 the Action or in any other action.

3 17. The Parties entered into the Settlement solely for the purpose of compromising and
4 settling disputed claims. As set forth in the Agreement, Defendant in no way admits any
5 violation of law or any liability whatsoever to Plaintiff and the Class Members and/or PAGA
6 Employees, individually or collectively, all such liability being expressly denied by Defendant.

7 18. Without affecting the finality of this Final Approval Order and Judgment in any
8 way, the Court retains jurisdiction of all matters relating to the interpretation, administration,
9 implementation, effectuation and enforcement of this Order and the Settlement under Code of
10 Civil Procedure § 664.6.

11 19. The Parties are hereby ordered to comply with the terms of the Agreement to the
12 extent they are not inconsistent with this Order.

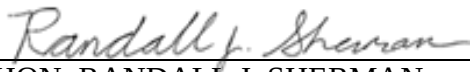
13 20. Each side is to bear its own costs and attorneys' fees except as provided by the
14 Agreement and this Final Approval Order.

15 21. A compliance hearing is set for July 7, 2023 at 10:00 a.m. A declaration from the
16 Settlement Administrator or any other supporting papers regarding compliance with the terms of
17 Judgment must be filed no later than June 21, 2023.

18 22. Plaintiff is ordered to give notice of the ruling to the LWDA and to Defendant.

19 23. Accordingly, the motion for Final Approval of Class Action Settlement and
20 motion for Attorneys' Fees, Costs, and Service Awards are GRANTED, and this Order
21 and Judgment ~~filed with the motion~~ shall be ENTERED.

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23 DATED: **October 24, 2022**

24 
25 HON. RANDALL J. SHERMAN
26 ORANGE COUNTY SUPERIOR COURT
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