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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **IN AND FOR THE COUNTY OF ORANGE**

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

11 Plaintiffs,

12 vs.

13 FINELINE WOODWORKING, INC., a
14 California Corporation, FINELINE
15 ARCHITECTURAL MILLWORK, INC., a
16 California Corporation; and DOES 1-50,
17 Inclusive,

18 Defendants.

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

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Dept.: CX105

Judge: Randall J. Sherman

Date: April 15, 2022

Time: 10:00 A.M.

Reservation ID: 73712866

18 This matter having come before the Superior Court of the State of California, in and for the
19 County of Orange, on April 15, 2022 at 10:00 a.m., with Jean-Claude Lapuyade, Esq., of the JCL
20 Law Firm, APC, and Shani O. Zakay, Esq. of the Zakay Law Group, APLC, as counsel for Plaintiff
21 OMAR VEJAR ("Plaintiff") and Charles McKenna, Esq. of Fitzgerald Yap Kreditor, LLP,
22 appearing for defendants FINELINE WOODWORKING, INC. and FINELINE
23 ARCHITECTURAL MILLWORK, INC., (hereinafter collectively "Defendants"). The Court,
24 having carefully considered the briefs, argument of counsel and all the matters presented to the
25 Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of
26 Class Action Settlement.

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1 **IT IS HEREBY ORDERED:**

2 1. The Court preliminarily approves the Stipulation for Settlement of Class Action
3 Claims and PAGA Action and Release of Claims (“Settlement Agreement” or “Agreement”), a
4 true and correct copy of which is attached hereto as **Exhibit “1”**. This is based on the Court’s
5 determination that the Settlement Agreement is within the range of possible final approval,
6 pursuant to the provisions of Section 382 of the California *Code of Civil Procedure* and California
7 *Rules of Court*, Rule 3.769.

8 2. This Order incorporates by reference the definitions in the Agreement, and all terms
9 defined therein shall have the same meaning in this Order as set forth in the Agreement.

10 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
11 Defendants shall pay is Two Hundred Sixty-Four Thousand Dollars (\$264,000.00). It appears to
12 the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and
13 reasonable as to the entire Class, when balanced against the probable outcome of further litigation
14 relating to certification, liability, and damages issues. It further appears that investigation and
15 research have been conducted such that counsel for the Parties are able to reasonably evaluate their
16 respective positions. It further appears to the Court that settlement at this time will avoid substantial
17 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the
18 further prosecution of the litigation. It further appears that the Settlement has been reached as the
19 result of intensive, serious, and non-collusive arms-length negotiations.

20 4. The Court preliminarily finds that the Settlement appears to be within the range of
21 reasonableness of a settlement that could ultimately be given final approval by this Court. The
22 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
23 preliminarily finds that the monetary settlement awards made available to the Settlement Class are
24 fair, adequate, and reasonable, when balanced against the probable outcome of further litigation
25 relating to certification, liability, and damages issues.

26 5. The Agreement specifies an award of Attorneys’ Fee and Costs in the amount of up-
27 to one-third of the Gross Settlement Amount for attorneys’ fees, currently estimated at \$88,000.00
28 **and** an award of litigation expenses incurred, not to exceed \$15,000.00, and a proposed Class

1 Representative Service Award to the Class Representative, Omar Vejar, in an amount not to exceed
2 \$10,000.00. While these awards appear to be within the range of reasonableness, the Court will not
3 approve the Class Counsel Award or Class Representative Service Award until the Final Approval
4 Hearing.

5 6. The Court recognizes that Plaintiff and Defendants stipulate and agree to certification
6 of a class for settlement purposes only. This stipulation will not be deemed admissible in this or
7 any other proceeding should this Settlement not become final. For settlement purposes only, the
8 Court conditionally certifies the following Class:

9 “All employees who are or previously were employed by defendant
10 Fineline Woodworking, Inc., or Fineline Architectural Millwork, Inc.,
11 in California and who were classified as non-exempt employees during
12 the Class Period. The Class Period means the period between June 29,
13 2017 to the earlier of March 26, 2022 or Preliminary Approval of this
14 Settlement by the Court (the “Class Period”).”

15 7. The Court concludes that, for settlement purposes only, the Class meets the
16 requirements for certification under section 382 of the California *Code of Civil Procedure* in that:
17 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
18 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
19 community of interest amongst the Class with respect to the subject matter of the litigation; (c) the
20 claims of the Class Representative are typical of the claims of the Class; (d) the Class
21 Representative will fairly and adequately protect the interests of the Class; (e) a class action is
22 superior to other available methods for the efficient adjudication of this controversy; and (f) Class
23 Counsel are qualified to act as counsel for the Class Representative in his individual capacity and
24 as the representative of the Class Members.

25 8. For settlement purposes only, the Court provisionally appoints plaintiff Omar Vejar
26 as the representative of the Class.

27 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
28 A.P.C., and Shani Zakay, Esq., of the Zakay Law Group, APLC, as Class Counsel for the Class.

1 10. The Court hereby approves, as to form and content, the Proposed Notice of Pendency
2 of Class Action Settlement and Final Hearing Date (“Class Notice”) attached to the Agreement as
3 **Exhibit “A”**. The Court finds the Notice appears to fully and accurately inform the Class and
4 Aggrieved Employees of all material elements of the proposed Settlement, including right of any
5 Class member to be excluded from the Settlement Class by submitting a written request for
6 exclusion, and of each Class member’s right and opportunity to object to the Settlement. The Court
7 further finds that the distribution of the Class Notice, substantially in the manner and form set forth
8 in the Agreement and this Order, meets the requirements of due process, is the most reasonable
9 notice under the circumstances, and shall constitute due and sufficient notice to all persons entitled
10 thereto. The Court orders the mailing of the notice by first class mail, pursuant to the terms set forth
11 in the Agreement.

12 11. The Court hereby appoints ILYM Group, Inc., as Settlement Administrator. Within
13 ten (10) business days of this Order, Defendants shall provide to the Settlement Administrator the
14 Class List, including information regarding Class Members that Defendants will in good faith
15 compile from their records, including each Class Member’s full name; last known address; Social
16 Security Number; dates of employment, and number of Workweeks accrued by each Class Member
17 during the Class Period and the PAGA Period. Within fourteen (14) calendar days after receiving
18 the Class List from Defendants, the Settlement Administrator shall mail the Class Notice to all
19 identified, potential members of the Class via first class U.S. Mail, using the most current mailing
20 address information available.

21 12. The Court hereby preliminarily approves the proposed procedure for exclusion from
22 the Settlement, attached to the Agreement as **Exhibit “B”** (“Request for Exclusion Form”). Any
23 Class Member may individually choose to opt out of and be excluded from the Settlement as
24 provided in the Notice by following the instructions for requesting exclusion from the Settlement
25 of the Released Claims that are set forth in the Notice and Request for Exclusion Form. All requests
26 for exclusion must be postmarked or received by the Response Deadline which is forty-five (45)
27 calendar days after the date the Class Notice is mailed to the Settlement Class Members or, in the
28 case of a re-mailed Class Notice, not more than fifteen (15) calendar days after the original

1 Response Deadline. Any such person who chooses to opt out of and be excluded from the
2 Settlement will not be entitled to an Individual Settlement Payment under the Settlement and will
3 not be bound by the Settlement, or have any right to object, appeal or comment thereon. Settlement
4 Class members who have not requested exclusion shall be bound by all determinations of the Court,
5 the Agreement and the Judgment. A request for exclusion may only opt out that particular
6 individual, and any attempt to affect an opt-out of a group, class, or subclass of individuals is not
7 permitted and will be deemed invalid.

8 13. Any Settlement Class member who has not opted out may appear at the final approval
9 hearing and may object or express the Member's views regarding the Settlement and may present
10 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
11 and determined by the Court as provided in the Notice. Settlement Class Members will have forty-
12 five (45) days from the date the Settlement Administrator mails the Class Notice to postmark their
13 written objections to the Settlement Administrator.

14 14. A final approval hearing shall be held before this Court on _____
15 ____at ____AM in Department CX-105 of the Orange County Superior Court to determine all
16 necessary matters concerning the Settlement, including: whether the proposed settlement of the
17 Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable
18 and should be finally approved by the Court; whether an Order Granting Final Approval should be
19 entered herein; whether the plan of allocation contained in the Agreement should be approved as
20 fair, adequate and reasonable to the Class; and to finally approve the Class Counsel Award, Class
21 Representative Service Award, and the Settlement Administration Costs. Class Counsel and
22 Plaintiff shall use best efforts to file all papers in support of the Motion for Final Approval, and the
23 Motion for Attorneys' Fee and Costs and Class Representative Service Award shall be filed with
24 the Court and served on all counsel no later than twenty-eight (28) days following the expiration
25 of the Response Deadline.

26 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
27 shall be construed as a concession or admission by Defendants in any way, and shall not be used
28 as evidence of, or used against Defendants as, an admission or indication in any way, including

1 with respect to any claim of any liability, wrongdoing, fault or omission by Defendants or with
2 respect to the truth of any allegation asserted by any person. Whether or not the Settlement is finally
3 approved, neither the Settlement, nor any exhibit, document, statement, proceeding or conduct
4 related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as,
5 offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse
6 to the Defendants, including, but not limited to, evidence of a presumption, concession, indication
7 or admission by Defendants of any liability, fault, wrongdoing, omission, concession or damage.

8 16. In the event the Settlement does not become effective in accordance with the terms
9 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
10 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
11 and the Parties shall revert to their respective positions as of before entering into the Agreement.
12 In such an event, the Court's orders regarding the Settlement, including this Preliminary Approval
13 Order, shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is
14 intended to alter the terms of the Settlement Agreement with respect to the effect of the Settlement
15 Agreement if it is not approved.

16 17. Pending final determination of whether the Settlement should be approved, the Class
17 Representative and all members of the Class are barred and enjoined from filing, commencing,
18 prosecuting, intervening in, instigating or in any way participating in the commencement or
19 prosecution of any lawsuit, action, arbitration, administrative or regulatory proceeding, or any
20 other proceeding, in any forum, asserting any claims that are, or relate in any way to, the Class
21 Representative's Released Claims or the Class's Released Claims, unless and until they submit a
22 timely request for exclusion pursuant to the Agreement.

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1 18. The Court reserves the right to adjourn or continue the date of the final approval
2 hearing and all dates provided for in the Agreement without further notice to the Class and retains
3 jurisdiction to consider all further applications arising out of or connected with the proposed
4 Settlement.

5 **IT IS SO ORDERED.**

6 DATED:

JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619)255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
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JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Eduardo Garcia (State Bar #290572)
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egarcia@jcl-lawfirm.com

SUPERIOR COURT OF CALIFORNIA

COUNTY 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

[Action Filed 06/29/2021]

**STIPULATION FOR SETTLEMENT OF
CLASS AND PAGA ACTION CLAIMS
AND RELEASE OF CLAIMS**

Judge: Honorable Randall J. Sherman
Dept.: CX-105

This Stipulation for Settlement of Class and PAGA Action Claims and Release of Claims is entered into by and between plaintiff OMAR VEJAR (hereinafter, "Plaintiff"), an individual, on behalf of the Settlement Class, and in his representative capacity on behalf of the State of California and the Aggrieved Employees, on the one hand, and Defendants FINELINE WOODWORKING, INC. and FINELINE ARCHITECTURAL MILLWORK, INC., (hereinafter collectively, "Defendants"), on the other hand:

I. DEFINITIONS

- A. "Action" shall mean the putative class action lawsuit entitled *Vejar v. Fineline Woodworking, Inc., et al.*, Orange County Superior Court, Case No. 30-2021-01208607-CU-OE-CXC, filed June 29, 2021.
- B. "Aggrieved Employees" shall mean all employees who are or previously were employed by Fineline Woodworking Inc., or Fineline Architectural Millwork, Inc., and who were classified as non-exempt employees during the PAGA Period.
- C. "Agreement" or "Settlement Agreement" means this Stipulation for Settlement of Class Action and Release of Claims.
- D. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and Shani Zakay of Zakay Law Group, APLC.
- E. "Class Counsel Award" means the award of fees and expenses that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff and the Settlement Class in the Action, consisting of attorneys' fees not to exceed one-third of the \$264,000.00 Gross Settlement Amount (defined below), currently estimated to be \$88,000.00, plus costs of up to \$15,000.00. Attorneys' fees will be divided equally between Class Counsel (50% to JCL Law Firm, APC and 50% to Zakay Law Group, APLC).
- F. "Class Data" means information regarding Class Members (defined below) that Defendants will in good faith compile from records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall

1 include: each Class Member's full name; last known address; Social Security
2 Number; and the time period during which the Class Member performed work for
3 Defendants.

4 G. "Class Members" or the "Class" means all employees who are or previously were
5 employed by defendant Fineline Woodworking, Inc., or Fineline Architectural
6 Millwork, Inc., in California and who were classified as non-exempt employees
7 during the Class Period.

8 H. "Class Period" means the period between June 29, 2017 to the earlier of March 26,
9 2022 or Preliminary Approval of this Settlement by the Court.

10 I. "Class Representative Service Award" means the amount that the Court authorizes to
11 be paid to the Class Representative, in addition to his Individual Settlement Payment
12 and his pro-rata share of the PAGA Settlement, in recognition of his efforts and risks
13 in assisting with the prosecution of the Action and in exchange for executing a
14 General Release of Claims, including a California *Civil Code* Section 1542 waiver
15 from the named Plaintiff.

16 J. "Class Representative" shall mean plaintiff, OMAR VEJAR.

17 K. "Court" means the Superior Court for the State of California, County of Orange,
18 currently presiding over the Action.

19 L. "Defendants" shall mean Fineline Woodworking, Inc., a California corporation, and
20 Fineline Architectural Millwork, Inc., a California corporation.

21 M. "Effective Date" means the earliest date, following entry by the Court of an Order
22 and Judgment finally approving this Settlement, upon which one of the following
23 have occurred: (i) if no objection is filed to the settlement and no objector appears at
24 the hearing on final approval, the date of the Court's entry of the Order granting final
25 approval, (ii) if an objection is filed to the settlement, or an objector appears at the
26 hearing on final approval, then the later of the following: (a) the expiration of all
27 potential appeal periods without a filing of a notice of appeal of the final approval
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Order or Judgment; (b) final affirmance of the final approval Order and Judgment by an appellate court as a result of any appeal(s); or (c) final dismissal or denial of all such appeals (including but not limited to any petition for review, rehearing, certiorari, etc.) such that the final approval Order and Judgment is no longer subject to further judicial review.

N. “Funding Date” shall mean the date Defendants transfer the Gross Settlement Amount into the QSF (defined below) in accord with the terms of this Agreement and shall occur within thirty (30) calendar days after the Court enters an Order granting preliminary approval of this Settlement.

O. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount (defined below) to each Settlement Class Member and excludes any amounts distributed to Aggrieved Employees pursuant to PAGA.

P. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less Class Counsel Award, Class Representative Service Award, PAGA Settlement (defined below), and Settlement Administrator (defined below) costs.

Q. “Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).

R. “PAGA” means the California *Labor Code* Private Attorneys General Act of 2004, Labor Code § 2698 *et seq.*

S. “PAGA Payment Ratio” means the respective pay periods during the PAGA Period for each Aggrieved Employee divided by the sum-total of the pay periods for all Aggrieved Employees during the PAGA Period.

T. “PAGA Period” means the period between April 23, 2020 to the earlier of March 26, 2022 or Preliminary Approval of this Settlement by the Court.

U. “PAGA Settlement” shall mean Ten Thousand Dollars (\$10,000) to be allocated from the Gross Settlement Amount.

- 1 V. "Parties" means Plaintiff and Defendants, collectively, and "Party" shall mean either
2 Plaintiff or Defendants, individually.
- 3 W. "Payment Ratio" means the respective Workweeks for each Class Member divided
4 by the sum total Workweeks for all Class Members.
- 5 X. "Plaintiff" shall mean OMAR VEJAR.
- 6 Y. "QSF" means the Qualified Settlement Fund established, designated and maintained
7 by the Settlement Administrator to fund the Gross Settlement Amount.
- 8 Z. "Released Class Claims" means all class claims alleged in the operative Complaint
9 which accrued during the Class Period, and expressly excluding all other claims,
10 including claims for vested benefits, wrongful termination, unemployment insurance,
11 disability, Social Security, workers' compensation, and class claims outside of the
12 Class Period.
- 13 AA. "Released PAGA Claims" means all PAGA claims alleged in the operative Complaint
14 and Plaintiff's PAGA notice to the LWDA which accrued during the PAGA Period,
15 and expressly excluding all other claims, including claims for vested benefits,
16 wrongful termination, unemployment insurance, disability, Social Security, workers'
17 compensation, and PAGA claims outside of the PAGA Period.
- 18 BB. "Released Parties" shall mean Defendants and each of their predecessors, principals,
19 successors, assigns, subsidiaries, affiliates, commonly controlled entities, companies,
20 enterprises, ventures, partners, insurers, investors, attorneys, officers, shareholders,
21 directors, agents, representatives, employees, and each of them.
- 22 CC. "Response Deadline" means the date forty-five (45) days after the Settlement
23 Administrator mails Notice Packets to Class Members and the last date on which
24 Class Members may submit requests for exclusion or objections to the Settlement.
- 25 DD. "Settlement" means the disposition of the Action pursuant to this Agreement.
- 26 EE. "Settlement Administrator" means ILYM Group Inc., 14771 Plaza Drive, Ste. L,
27 Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. The Settlement
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1 Administrator establishes, designates and maintains, as a QSF under Internal Revenue
2 Code section 468B and Treasury Regulation section 1.468B-1, a deposit account into
3 which the amount of the Gross Settlement Amount is deposited for the purpose of
4 resolving the claims of Settlement Class Members. The Settlement Administrator
5 shall maintain the funds in the deposit account until distribution. *All accrued interest*
6 *shall be paid and distributed to the Settlement Class Members as part of their*
7 *respective Individual Settlement Payment.*

8 FF. "Settlement Class Members" or "Settlement Class" means all Class Members who
9 have not submitted a timely and valid Request for Exclusion by the Response
10 Deadline as provided in this Agreement.

11 GG. "Gross Settlement Amount" means Two Hundred Sixty-Four Thousand Dollars
12 (\$264,000.00), which Defendants must pay into the QSF in connection with this
13 Settlement, inclusive of the sum of the Individual Settlement Payments, the Class
14 Representative Service Award, the Class Counsel Award, the PAGA Settlement, and
15 the Settlement Administration Costs, and *exclusive* of the employer's share of payroll
16 taxes, if any, triggered by any payment under this Settlement.

17 HH. "Workweeks," for purposes of calculating the distribution of the Net Settlement
18 Amount, means the number of weeks of employment during the Class Period that
19 each Class Member was employed by Defendants in California, excluding weeks
20 during which the Class Member did not perform any work for Defendants.

21 II. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved
22 Employee Payment, as defined herein, means the number of pay periods of
23 employment during the PAGA Period that each Aggrieved Employee worked in
24 California.

25 **II. RECITALS**

26 A. On April 23, 2021, Plaintiff filed a Notice of Violations with the Labor and Workforce
27 Development Agency (LWDA), and served the same on Defendants.

1 B. On June 29, 2021, Plaintiff filed the Action, asserting causes of action for:

- 2 1. Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*;
- 3 2. Failure to pay minimum wages, in violation of California Labor Code sections
- 4 1194, 1197 and 1197.1;
- 5 3. Failure to pay overtime wages, in violation of California Labor Code sections
- 6 510 *et seq*;
- 7 4. Failure to provide required meal periods, in violation of California Labor
- 8 Code sections 226.7 and 512 and the applicable IWC wage order;
- 9 5. Failure to provide required rest periods, in violation of California Labor Code
- 10 sections 226.7 and 512 and the applicable IWC wage order;
- 11 6. Failure to provide accurate itemized wage statements, in violation of
- 12 California Labor Code section 226;
- 13 7. Failure to reimburse Plaintiff for required expenses, in violation of California
- 14 Labor Code section 2802;
- 15 8. Failure to provide wages when due, in violation of California Labor Code
- 16 sections 201, 202 and 203; and
- 17 9. Violation of the Private Attorneys General Act [Labor Code section 2698].

18 C. The Class Representative believes he has meritorious claims based on the
19 aforementioned alleged violations of the California *Labor Code*, and the Industrial
20 Wage Commission Orders, that class certification is appropriate because the
21 prerequisites for class certification can be satisfied in the Action, and that the Action
22 is manageable as a PAGA representative Action.

23 D. Defendants deny any liability or wrongdoing of any kind associated with the claims
24 alleged in the Action, dispute that any wages, damages and penalties claimed by the
25 Class Representative are owed, and further contend that, for any purpose other than
26 settlement, the Action is not appropriate for class or representative action treatment.

Defendants contend, among other things, that at all times they complied with the California *Labor Code* and the Industrial Wage Commission Orders.

E. The Class Representative is represented by Class Counsel. Class Counsel conducted an investigation into the facts relevant to the Action, including conducting an independent investigation as to the allegations, reviewing documents and information exchanged through informal discovery, and reviewing documents and information provided by Defendants pursuant to informal requests for information to prepare for mediation. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendants is fair, reasonable and adequate, and is in the best interest of the Settlement Class, in light of all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendants, uncertainties regarding class certification, and numerous potential appellate issues. Although they deny any liability, Defendants are agreeing to this Settlement solely to avoid the inconveniences and cost of further litigation. The Parties and their counsel have agreed to settle the claims on the terms set forth in this Agreement.

F. On January 26, 2022, the Parties participated in mediation presided over by Hon. Carl J. West (Ret.), a respected jurist experienced in wage and hour class and PAGA actions. The mediation concluded with a settlement, after both sides agreed to a Mediator's proposal which was subsequently memorialized in the form of a Memorandum of Understanding ("MOU").

G. This Agreement replaces and supersedes the MOU and any other agreements, understandings, or representations between and among the Parties. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Action of Plaintiff or the Class Members have merit or that Defendants bear any liability to Plaintiff or the Class Members on those claims or any other

claims, or as an admission by Plaintiff that Defendants' defenses in the Action have merit.

H. The Parties believe that the Settlement is fair, reasonable and adequate. The Settlement was arrived at through arm's-length negotiations, taking into account all relevant factors. The Parties recognize the uncertainty, risk, expense and delay attendant to continuing the Action through trial and any appeal. Accordingly, the Parties desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Action.

I. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendants reserve the right to contest certification of any class for any reason and reserve all available defenses to the claims in the Action.

Based on these Recitals, which are a part of this Agreement, the Parties agree as follows:

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendants.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendants and the Released Parties will pay the sum of the Individual Settlement Payment, the Class Representative Service Award, the Class Counsel Award, the PAGA Settlement, and the Settlement Administration Costs, as specified in this Agreement, in the Gross Settlement Amount of Two Hundred Sixty-Four Thousand Dollars (\$264,000.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendants. Other than the Defendants' share of employer payroll taxes and as provided for in Section III(A)(2) below, if any, Defendants shall not be required to pay more than the Gross Settlement Amount.

- 1 2. Class Size. At the time of mediation, Defendants estimated that the Settlement
2 Class was comprised of 185 individuals who collectively worked
3 approximately 13,108 Workweeks (“Projected Workweeks”) during the Class
4 Period. Accordingly, this figure will be used in the moving papers on the
5 motion for preliminary approval of the settlement. No more than five days
6 before the court hearing on said motion, Defendants will submit a
7 supplemental filing providing an updated number of applicable Class
8 Members and workweeks they worked during the applicable Class Period. If
9 the workweek number increases by more than 10% of the estimate stated
10 herein, the Settlement Amount will increase proportionally for the number of
11 workweeks over 110% of 13,108 (14,419).
- 12 3. Settlement Payment. Defendants are jointly and severally liable for payment
13 of the Gross Settlement Amount. Defendants shall pay the Gross Settlement
14 Amount to the Settlement Administrator on the Funding Date.
- 15 4. Defendants’ Share of Payroll Taxes. Defendants’ share of employer side
16 payroll taxes is in addition to the Gross Settlement Amount and shall be paid
17 to the appropriate federal and state agencies in accordance with federal and
18 California law on the subject, together with the Gross Settlement Amount.
- 19 B. Release by Settlement Class Members. As of the Effective Date, in exchange for the
20 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members
21 release the Released Parties from the Released Class Claims for the Class Period.
- 22 C. Release by the Aggrieved Employees. As of the Effective Date, in exchange for the
23 consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of
24 California release the Released Parties from the PAGA Released Claims for the PAGA
25 Period.
- 26 D. General Release by Plaintiff. As of the Effective Date, for the consideration set forth
27 in this Agreement, Plaintiff waives, releases, acquits and forever discharges the
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Released Parties from any and all claims, whether known or unknown, which exist or may exist on his behalf as of the date of this Agreement, including but not limited to any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including, but not limited to, claims for violation of the Fair Labor Standards Act, the California *Labor Code*, the Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, California Business & Professions Code Section 17200 et seq., and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance. Plaintiff also waives and relinquishes any and all claims, rights or benefits that he may have under California *Civil Code* § 1542, which provides as follows:

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.

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Plaintiff expressly acknowledges this Settlement Agreement is intended to include in its effect, without

1 limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at
2 the time of signing this Settlement Agreement, and that this Settlement Agreement
3 contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff
4 has read this Settlement Agreement, including this waiver of California Civil Code
5 section 1542, and that Plaintiff has consulted with or had the opportunity to consult
6 with counsel of Plaintiff's choosing about this Settlement Agreement and specifically
7 about the waiver of section 1542, and that Plaintiff understands this Settlement
8 Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters
9 into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may
10 discover facts different from or in addition to those Plaintiff now knows or believes to
11 be true regarding the matters released or described in this Settlement Agreement, and
12 even so Plaintiff agrees that the releases and agreements contained in this Settlement
13 Agreement shall remain effective in all respects notwithstanding any later discovery
14 of any different or additional facts. Plaintiff expressly assumes any and all risk of any
15 mistake in connection with the true facts involved in the matters, disputes, or
16 controversies released or described in this Settlement Agreement or with regard to any
17 facts now unknown to Plaintiff relating thereto.

18 E. Conditions Precedent: This Settlement will become final and effective only upon the
19 occurrence of all of the following events:

- 20 1. The Court enters an Order granting preliminary approval of the Settlement;
- 21 2. The Court enters an Order granting final approval of the Settlement and a Final
22 Judgment;
- 23 3. If an objector appears at the final approval hearing, the expiration of the time
24 for appeal of the Final Judgment and Order Granting Final Approval of Class
25 Action Settlement; or, if an appeal is timely filed, there is a final resolution of
26 any appeal from the Judgment and Order Granting Final Approval of Class
27 Action Settlement; and

1 4. Defendants fully fund the Gross Settlement Amount.

2 F. Nullification of Settlement Agreement. If this Settlement Agreement is not
3 preliminarily or finally approved by the Court, fails to become effective, or is reversed,
4 withdrawn or modified by the Court, or in any way prevents or prohibits Defendants
5 from obtaining a complete resolution of the Released Claims, or if Defendants fail to
6 fully fund the Gross Settlement Amount:

7 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
8 and shall not be admissible in any judicial, administrative, or arbitral
9 proceeding for any purpose, or with respect to any issue, substantive or
10 procedural;

11 2. The conditional class certification (obtained for any purpose) shall be void *ab*
12 *initio* and of no force or effect, and shall not be admissible in any judicial,
13 administrative, or arbitral proceeding for any purpose, or with respect to any
14 issue, substantive or procedural;

15 3. None of the Parties to this Settlement will be deemed to have waived any
16 claims, objections, defenses or arguments in the Action, including with respect
17 to the issue of class certification;

18 4. Any amounts deposited by Defendants into the QSF, plus any interest accrued,
19 shall be returned to Defendants within five (5) business days of Defendants'
20 written request for repayment upon the Settlement Administrator; and

21 5. If Defendants fail to fully fund the Gross Settlement Amount, Defendants
22 shall bear the sole responsibility for any cost to issue or reissue any curative
23 notice to the Settlement Class Members and all Settlement Administration
24 Costs incurred to the date of nullification.

25 G. Certification of the Settlement Class. The Parties stipulate to conditional class
26 certification of the Class for the Class Period for purposes of settlement only. In the
27 event that this Settlement is not approved by the Court, fails to become effective, or is
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1 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
2 Defendants from obtaining a complete resolution of the Released Claims, the
3 conditional class certification (obtained for any purpose) shall be void *ab initio* and of
4 no force or effect, and shall not be admissible in any judicial, administrative, or arbitral
5 proceeding for any purpose, or with respect to any issue, substantive or procedural.

6 H. Tax Liability. The Parties make no representations as to the tax treatment or legal
7 effect of the payments called for, and Class Members and/or Aggrieved Employees are
8 not relying on any statements or representations by the Parties in this regard. Class
9 Members and/or Aggrieved Employees understand and agree that they will be
10 responsible for the payment of any taxes and penalties assessed on the Individual
11 Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA
12 Settlement, and will be solely responsible for any penalties or other obligations
13 resulting from their personal tax reporting of Individual Settlement Payments and/or
14 Aggrieved Employees' individual shares of the PAGA Settlement.

15 I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
16 the "acknowledging party" and each Party to this Agreement other than the
17 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
18 of this Agreement, and no written communication or disclosure between or among the
19 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
20 such communication or disclosure constitute or be construed or be relied upon as, tax
21 advice, within the meaning of United States Treasury Department circular 230 (31
22 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon
23 his, her or its own, independent legal and tax counsel for advice (including tax advice)
24 in connection with this Agreement, (b) has not entered into this Agreement based upon
25 the recommendation of any other Party or any attorney or advisor to any other Party,
26 and (c) is not entitled to rely upon any communication or disclosure by any attorney
27 or adviser to any other Party to avoid any tax penalty that may be imposed on the
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acknowledging party; and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

J. Preliminary Approval Motion. Class Counsel shall draft and file the motion for preliminary approval within ten (10) calendar days of execution of this Agreement.

K. Settlement Administrator. The Settlement Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments to the Class Representative, Class Counsel, LWDA and Class Members; printing and mailing the Notice Packets to the Class Members as directed by the Court; receiving and reporting the objections and requests for exclusion; calculating, deducting and remitting all legally required taxes from Individual Settlement Payments and distributing tax forms for the Wage Portion and Non-Wage Portion of the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA Settlement; processing and mailing tax payments to the appropriate state and federal taxing authorities; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree, or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities by, among other things, sending a weekly status report to the Parties' counsel stating the date of the mailing, the number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and the number of objections received.

L. Notice Procedure.

1. Class Data. No later than ten (10) business days after the Preliminary Approval Date, Defendants shall provide the Settlement Administrator with

1 the Class Data for purposes of preparing and mailing Notice Packets to the
2 Class Members.

3 2. Notice Packets.

- 4 a) The Notice Packet shall contain the Notice of Class Action Settlement
5 in a form substantially similar to the form attached as **Exhibit A** and a
6 Request for Exclusion form substantially similar to the form attached
7 hereto as **Exhibit B**. The Notice of Class Action Settlement shall
8 inform Class Members and Aggrieved Employees that they need not
9 do anything in order to receive an Individual Settlement Payment
10 and/or Aggrieved Employees' individual shares of the PAGA
11 Settlement and to keep the Settlement Administrator apprised of their
12 current mailing address, to which the Individual Settlement Payments
13 and/or Aggrieved Employees' individual shares of the PAGA
14 Settlement will be mailed following the Funding Date. The Notice of
15 Class Action Settlement shall set forth the release to be given by all
16 members of the Class who do not request to be excluded from the
17 Settlement Class and/or Aggrieved Employees' in exchange for an
18 Individual Settlement Payment and/or Aggrieved Employees'
19 individual shares of the PAGA Settlement; the number of Workweeks
20 worked by each Class Member during the Class Period and PAGA
21 Period, if any; and the estimated amount of their Individual Settlement
22 Payment if they do not request to be excluded from the Settlement and
23 each Aggrieved Employee's share of the PAGA Settlement, if any.
24 The Settlement Administrator shall use the Class Data to determine
25 Class Members' Workweeks and PAGA Workweeks. The Notice will
26 also advise the Aggrieved Employees that they will release the
27 Released PAGA Claims and will receive their share of the PAGA
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1 Settlement regardless of whether they request to be excluded from the
2 Settlement.

3 b) The Notice Packet's mailing envelope shall include the following
4 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
5 ENTITLED TO PARTICIPATE IN A CLASS ACTION
6 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
7 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
8 NOTICE."

9 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
10 Settlement Administrator will perform a search based on the National Change
11 of Address Database to update and correct any known or identifiable address
12 changes. No later than fourteen (14) calendar days after receiving the Class
13 Data from Defendants, the Settlement Administrator shall mail copies of the
14 Notice Packet to all Class Members via regular First-Class U.S. Mail. The
15 Settlement Administrator shall exercise its best judgment to determine the
16 current mailing address for each Class Member. The address identified by the
17 Settlement Administrator as the current mailing address shall be presumed to
18 be the best mailing address for each Class Member.

19 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
20 Administrator as non-delivered on or before the Response Deadline shall be
21 re-mailed to any forwarding address provided. If no forwarding address is
22 provided, the Settlement Administrator shall promptly attempt to determine a
23 correct address by lawful use of skip-tracing, or other search using the name,
24 address, and/or Social Security number of the Class Member involved, and
25 shall then perform a re-mailing, if another mailing address is identified by the
26 Settlement Administrator. In addition, if any Notice Packets, which are
27 addressed to Class Members who are currently employed by Defendants, are
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1 returned to the Settlement Administrator as non-delivered and no forwarding
2 address is provided, the Settlement Administrator shall notify Defendants.
3 Defendants will request that the currently employed Class Member provide a
4 corrected address, and transmit to the Settlement Administrator any corrected
5 address provided by the Class Member. Class Members who receive a re-
6 mailed Notice Packet shall have their Response Deadline extended fifteen (15)
7 days from the original Response Deadline.

8 5. Disputes Regarding Individual Settlement Payments. Class Members will
9 have the opportunity, should they disagree with Defendants' records regarding
10 the start and end dates of employment, to provide documentation and/or an
11 explanation to show contrary dates. If there is a dispute, the Settlement
12 Administrator will consult with the Parties to determine whether an
13 adjustment is warranted, and work in good faith to attempt to resolve the
14 dispute. If, however, the Parties and the Settlement Administrator are unable
15 to resolve the dispute to the satisfaction of the Class Member, the Court shall
16 retain jurisdiction to resolve the dispute and the Court's resolution shall be
17 binding upon the Class Member and the Parties.

18 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
19 by the Settlement Administrator concerning the administration of the
20 Settlement will be resolved by the Court under the laws of the State of
21 California. Before any such involvement of the Court, counsel for the Parties
22 will meet and confer in good faith to resolve the disputes without the necessity
23 of involving the Court.

24 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
25 Packet shall state that Class Members who wish to exclude themselves from
26 the Settlement must submit a signed copy of the Request for Exclusion form
27 to the Settlement Administrator by the Response Deadline. A Request for
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1 Exclusion form will be mailed together with the Notice Packet to all Class
2 Members. The Request for Exclusion will not be valid if it is not timely
3 submitted, if it is not signed by the Class Member, or if it does not contain the
4 name and address and last four digits of the Social Security number of the
5 Class Member. The date of the postmark on the mailing envelope or fax stamp
6 on the Request for Exclusion shall be the exclusive means used to determine
7 whether the request for exclusion was timely submitted. Any Class Member
8 who submits a timely Request for Exclusion shall be excluded from the
9 Settlement Class, will not be entitled to an Individual Settlement Payment,
10 and will not be otherwise bound by the terms of the Settlement or have any
11 right to object, appeal or comment thereon. However, any Class Member that
12 submits a timely Request for Exclusion that is also a member of the Aggrieved
13 Employees will still receive his/her pro rata share of the PAGA Settlement, as
14 specified below, and in consideration, will be bound by the Release by the
15 Aggrieved Employees as set forth herein. Settlement Class Members who fail
16 to submit a valid and timely Request for Exclusion on or before the Response
17 Deadline shall be bound by all terms of the Settlement and any final judgment
18 entered in this Action, if the Settlement is approved by the Court. No later
19 than fourteen (14) calendar days after the Response Deadline, the Settlement
20 Administrator shall provide counsel for the Parties with a final list of the Class
21 Members who have timely submitted timely Requests for Exclusion. At no
22 time shall any of the Parties or their counsel seek to solicit or otherwise
23 encourage members of the Class to submit Requests for Exclusion from the
24 Settlement.

- 25 8. Objections. The Notice of Class Action Settlement contained in the Notice
26 Packet shall state that Class Members who wish to object to the Settlement
27 may submit to the Settlement Administrator a written statement of objection
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1 (“Notice of Objection”) by the Response Deadline. The postmark date of
2 mailing shall be deemed the exclusive means for determining that a Notice of
3 Objection was served timely. The Notice of Objection must be signed by the
4 Settlement Class Member and state: (1) the case name and number; (2) the
5 name of the Settlement Class Member; (3) the address of the Settlement Class
6 Member; (4) the last four digits of the Settlement Class Member’s Social
7 Security number; (4) the basis for the objection; and (5) if the Settlement Class
8 Member intends to appear at the Final Approval/Settlement Fairness Hearing.
9 Class Members who fail to make objections in writing in the manner specified
10 above may still make their objections orally at the Final Approval/Settlement
11 Fairness Hearing, with the Court’s permission. Settlement Class Members
12 will have a right to appear at the Final Approval/Settlement Fairness Hearing
13 to have their objections heard by the Court. At no time shall any of the Parties
14 or their counsel seek to solicit or otherwise encourage Class Members to file
15 or serve written objections to the Settlement or appeal from the Order and
16 Final Judgment. Class Members who submit a written request for exclusion
17 may not object to the Settlement. Class Members may not object to the PAGA
18 Settlement

19 M. Funding and Allocation of the Gross Settlement Amount. Defendants are required to
20 pay the Gross Settlement Amount on or before the Funding Date, plus any employer’s
21 share of payroll taxes, if any, as mandated by law, within the time specified herein.

22 1. Individual Settlement Payments. Individual Settlement Payments shall be
23 paid from the Net Settlement Amount and shall be paid pursuant to the
24 formula set forth herein. Using the Class Data, the Settlement Administrator
25 shall add up the total number of Workweeks for all Class Members. The
26 respective Workweeks for each Class Member will be divided by the total
27 Workweeks for all Class Members, resulting in the Payment Ratio for each
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1 Class Member. Each Class Member's Payment Ratio will then be multiplied
2 by the Net Settlement Amount to calculate each Class Member's estimated
3 Individual Settlement Payments. Each Individual Settlement Payment will be
4 reduced by any legally mandated employee tax withholdings (e.g., employee
5 payroll taxes, etc.). Individual Settlement Payments for Class Members who
6 submit valid and timely requests for exclusion will be redistributed to
7 Settlement Class Members who do not submit valid and timely requests for
8 exclusion on a pro rata basis based on their respective Payment Ratios.

9 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
10 Class Data, the Settlement Administrator shall add up the total number of
11 PAGA pay periods for all Aggrieved Employees during the PAGA Period.
12 The respective PAGA pay periods for each Aggrieved Employee will be
13 divided by the total PAGA pay periods for all Aggrieved Employees, resulting
14 in the "PAGA Payment Ratio" for each Aggrieved Employee. Each
15 Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the
16 Aggrieved Employee Payment to calculate each Aggrieved Employee's
17 estimated share of the PAGA Settlement.

18 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
19 Settlement Payments shall be allocated and treated as 10% wages ("Wage
20 Portion") and 90% interest and penalties ("Non-Wage Portion"). The Wage
21 Portion of the Individual Settlement Payments shall be reported on IRS Form
22 W-2 and the Non-wage Portion of the Individual Settlement Payments shall
23 be reported on IRS Form 1099.

24 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
25 Employee Settlement Payments shall be allocated and treated as 100%
26 penalties and shall be reported on IRS Form 1099.

- 1 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
2 individual shares of the PAGA Settlement made to Settlement Class Members
3 and/or Aggrieved Employees under this Settlement Agreement, as well as any
4 other payments made pursuant to this Settlement Agreement, will not be
5 utilized to calculate any additional benefits under any benefit plans to which
6 any Class Members may be eligible, including, but not limited to, profit-
7 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
8 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
9 Parties' intention that this Settlement Agreement will not affect any rights,
10 contributions, or amounts to which any Class Members may be entitled under
11 any such benefit plans.
- 12 6. All monies received by Settlement Class Members under the Settlement which
13 are attributable to wages shall constitute income to such Settlement Class
14 Members solely in the year in which such monies actually are received by the
15 Settlement Class Members. It is the intent of the Parties that Individual
16 Settlement Payments and individual shares of the PAGA Settlement provided
17 for in this Settlement agreement are the sole payments to be made by Defendants
18 to Settlement Class Members and/or Aggrieved Employees in connection with
19 this Settlement Agreement, with the exception of Plaintiff, and that the
20 Settlement Class Members and/or Aggrieved Employees are not entitled to any
21 new or additional compensation or benefits as a result of having received the
22 Individual Settlement Payments and/or their shares of the PAGA Settlement.
- 23 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
24 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
25 and/or Aggrieved Employees last known mailing address no later than fifteen
26 (15) calendar days after the Funding Date.

1 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
2 Employees shall remain valid and negotiable for one hundred and eighty (180)
3 days from the date of their issuance. If a Settlement Class Member and/or
4 Aggrieved Employee does not cash his or her settlement check within 90 days,
5 the Settlement Administrator will send a letter to such persons, advising that
6 the check will expire after the 180th day, and invite that Settlement Class
7 Member and/or Aggrieved Employee to request reissuance in the event the
8 check was destroyed, lost or misplaced. In the event an Individual Settlement
9 Payment and/or Aggrieved Employee's individual share of the PAGA
10 Settlement check has not been cashed within one hundred and eighty (180)
11 days, all funds represented by such uncashed checks, plus any interest accrued
12 thereon, shall be transmitted to the Controller of the State of California to be
13 held pursuant to the Unclaimed Property Law, California Civil Code § 1500
14 *et seq.*, in the names and corresponding amounts associated with each Class
15 Member and/or Aggrieved Employee whose check(s) are cancelled.

16 9. Class Representative Service Award. In addition to the Individual Settlement
17 Payment and his individual share of the PAGA Settlement to be paid to
18 Plaintiff, Plaintiff will apply to the Court for an award of not more than
19 \$10,000, as the Class Representative Service Award. Defendants do not
20 presently intend to oppose a Class Representative Service Award of no more
21 than \$10,000 for Plaintiff. The Settlement Administrator shall pay the Class
22 Representative Service Award to Plaintiff, either in the amount stated herein
23 if approved by the Court or some other amount as approved by the Court, from
24 the Gross Settlement Amount no later than fifteen (15) calendar days after the
25 Effective Date. Any portion of the requested Class Representative Service
26 Award that is not awarded to the Class Representative shall be part of the Net
27 Settlement Amount and shall be distributed to Settlement Class Members as
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provided in this Agreement. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for his Class Representative Service Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on his Class Representative Service Award and shall hold harmless the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Service Award. The Class Representative Service Award shall be in addition to Plaintiff's Individual Settlement Payment as a Settlement Class Member. Approval of this Settlement shall not be conditioned on Court approval of the requested amount of the Class Representative Service Award. If the Court reduces or does not approve the requested Class Representative Service Award, Plaintiff shall not have the right to revoke the Settlement, and it will remain binding.

10. Class Counsel Award. Defendants understand a motion will be filed by Class Counsel for attorneys' fees in an amount not to exceed one-third of the Gross Settlement Amount, currently estimated to be \$88,000.00, plus costs and expenses supported by declaration in an amount not to exceed Fifteen Thousand Dollars (\$15,000), payable from the Gross Settlement Amount. Any portion of the requested Class Counsel Award that is not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall allocate and pay the Class Counsel Award to Class Counsel from the Gross Settlement Amount no later than fifteen (15) calendar days after the Effective Date. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. In the event that the Court reduces or does not approve the requested Class

Counsel Award, Plaintiff and Class Counsel shall not have the right to revoke the Settlement, or to appeal such Order, and the Settlement will remain binding.

11. PAGA Settlement. Ten Thousand Dollars (\$10,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act of 2004 (“PAGA Settlement”). The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Settlement (\$7,500.00) to the California Labor and Workforce Development Agency no later than fifteen (15) calendar days after the Effective Date (hereinafter “LWDA Payment”). Twenty-five percent (25%) of the PAGA Settlement (\$2,500.00) will be distributed to the Aggrieved Employees as described in this Agreement (“Aggrieved Employee Payment”). For purposes of distributing the PAGA Settlement to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

12. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Settlement Administration Costs is \$8,500. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fifteen (15) calendar days after the Effective Date.

N. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within twenty-eight (28) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Class Representative Service Award, the Class Counsel Award, the PAGA Settlement, and the Settlement Administration Costs. Plaintiff will provide Defendants with a draft of the Motion at least five (5) business days prior to

the filing of the Motion to give Defendants an opportunity to propose revisions to the Motion.

1. Declaration by Settlement Administrator. No later than fourteen (14) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiff's motion for final approval of this Settlement, detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the number of objections received, the amount of the average Individual Settlement Payment and highest Individual Settlement Payment, the Settlement Administration Costs, and any other information as the Parties mutually agree, or the Court orders the Settlement Administrator to provide.

2. Final Approval Order and Judgment. Class Counsel shall present an Order Granting Final Approval of Class Action Settlement to the Court for its approval, and Judgment thereon, at the time Class Counsel files the Motion for Final Approval.

N. Review of Motions for Preliminary Approval and Final Approval. Class Counsel will provide an opportunity for Defendants' Counsel to review the Motions for Preliminary Approval and Final Approval, including the Order Granting Final Approval of Class Action Settlement and (proposed) Judgment, before filing same with the Court. The Parties and their counsel will cooperate with each other and use their best efforts to affect the Court's approval of the Motions for Preliminary Approval and Final Approval of the Settlement, and entry of Judgment.

O. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to implement this Settlement Agreement.

- 1 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Actions,
2 except such proceedings necessary to implement and complete the Settlement, pending
3 the Final Approval/Settlement Fairness Hearing to be conducted by the Court
- 4 Q. Amendment or Modification. This Agreement may be amended or modified only by
5 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 6 R. Entire Agreement. This Agreement and any attached Exhibits constitute the entire
7 Agreement among these Parties, and no oral or written representations, warranties or
8 inducements have been made to any Party concerning this Agreement or its Exhibits
9 other than the representations, warranties and covenants contained and memorialized
10 in this Agreement and its Exhibits.
- 11 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
12 represent they are expressly authorized by the Parties whom they represent to negotiate
13 this Agreement and to take all appropriate Action required or permitted to be taken by
14 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
15 documents required to effectuate the terms of this Agreement. The persons signing
16 this Agreement on behalf of Defendants represent and warrant that he/she is authorized
17 to sign this Agreement on behalf of Defendants. Plaintiff represents and warrants that
18 he is authorized to sign this Agreement and that he has not assigned any claim, or part
19 of a claim, covered by this Settlement, to a third-party.
- 20 T. No Public Comment: The Parties and their counsel agree that they will not issue any
21 press releases, initiate any contact with the press, respond to any press inquiry, or have
22 any communication with the press about the fact, amount or terms of this Settlement
23 Agreement. Class Counsel further agree not to use the Settlement Agreement or any
24 of its terms for any marketing or promotional purposes. Nothing herein will restrict
25 Class Counsel from including publicly available information regarding this settlement
26 in future judicial submissions regarding Class Counsel's qualifications and experience.
27 Further, Class Counsel will not include, reference or use the Settlement Agreement for
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any marketing or promotional purposes, either before or after the Motion for Preliminary Approval is filed.

U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties, as previously defined.

V. California Law Governs. All terms of this Agreement and any disputes arising therefrom shall be governed by and interpreted according to the laws of the State of California.

W. Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument, provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts.

X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement, and all Orders and the Judgment entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement and all Orders and the Judgment entered in connection with this Agreement.

Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable.

AA. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently intend to pursue any claims against the Released Parties, including, but not limited to,

1 any and all claims relating to or arising from Plaintiff's employment with Defendants,
2 regardless of whether Class Counsel is currently aware of any facts or legal theories
3 upon which any claims or causes of action could be brought against Released Parties,
4 including those facts or legal theories alleged in the operative Complaint in this Action.
5 The Parties further acknowledge, understand and agree that this representation is
6 essential to the Settlement and that this Agreement would not have been entered into
7 were it not for this representation.

8 BB. Waiver of Certain Appeals. The Parties agree to waive appeals.

9 CC. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
10 Released Claims have merit and give rise to liability on the part of Defendants.
11 Defendants claim that the Released Claims have no merit and do not give rise to
12 liability. This Agreement is a compromise of disputed claims. Nothing contained in
13 this Agreement and no documents referred to and no action taken to carry out this
14 Agreement may be construed or used as an admission by or against the Defendants or
15 Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other
16 than as may be specifically set forth herein, each Party shall be responsible for and
17 shall bear its/his own attorney's fees and costs.

18 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

19
20
21 DATED: Feb 18, 2022


Omar Vejar (Feb 18, 2022 19:50 PST)
OMAR VEJAR

1 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

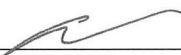
2
3 DATED: 2.18.2022


FINELINE WOODWORKING, INC.

4
5 Mary Burton
Printed Name

6
7 CEO
Title

8 DATED: 2.18.2022


FINELINE ARCHITECTURAL MILL WORK, INC.

10
11 Mary Burton
Printed Name

12
13 CEO
Title

14
15 IT IS SO AGREED AS TO FORM BY COUNSEL:

16 DATED: February 22, 2022

JCL LAW FIRM, A.P.C.

18 By: 

19 Attorneys for Plaintiff and the Settlement Class
20 Members

21 DATED: February 22, 2022

ZAKAY LAW GROUP, APLC

23 By: 

24 Attorneys for Plaintiff and the Settlement Class
25 Members

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FITZGERALD YAP KREDITOR LLP

By: 
Eoin L. Kreditor
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Attorneys for Defendants

EXHIBIT A

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Vejar, et al., v. Fineline Woodworking Inc., County of Orange Superior Court Case No. 20-2021-01208607)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendants as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Orange (the “Court”) has been reached between Plaintiff Omar Vejar (“Plaintiff”) and Defendants Fineline Woodworking, Inc., a California Corporation and Fineline Architectural Millwork, Inc. (hereinafter “Defendants”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All employees who are or previously were employed by Defendant Fineline Woodworking, Inc., in California and who were classified as non-exempt employees in the Class Period.

The “Class Period” is the period of time running from June 29, 2017 to the earlier of March 26, 2022 or Preliminary Approval.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On June 29, 2021, Plaintiff filed a Complaint against Defendants in the Superior Court of the State of California, County of Shasta. Plaintiff asserted claims that Defendants: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (c) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (g) Failed to reimburse employees for required expenses in violation of Cal. Lab. Code § 2802; (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; and (i) Violations of the Private Attorney General Act (Cal. Lab. Code §§2698 *et seq.*

Defendants deny and disputes all claims asserted in the Action. Specifically, Defendants contended (and continue to contend) that the Action could not properly be maintained as a class action; that Defendants properly paid members of the class all wages and overtime that was due; that Defendants provided members of the class with all legally required meal breaks and rest breaks; that Defendants paid any members of the class all wages due them at the time of their terminations; that Defendants provided accurate, itemized wage statements to members of the class; that Defendants reimbursed expense to members of the class; that Defendants did not violate California Business and Professions Code section 17200 *et seq.*; and that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action.

On January 26, 2021, the Parties participated in an all-day mediation with Hon. Carl J. West (Ret.) a respected jurist and an experienced mediator of wage and hour class actions. The mediation concluding with a settlement, after both sides agreed to a Mediator's proposal. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Two Hundred Sixty-Four Thousand Dollars (\$264,000) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Participating Class Members, Class Counsel's attorneys' fees and costs, Settlement Administration Expenses, the LWDA Payment, PAGA Shares, and the Class Representative Service Payments to the Plaintiff.

After the Judgment becomes Final, Defendants will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed and the Judgment is affirmed.

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$[REDACTED], for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.

- Attorneys' Fees and Costs. Payment to Class Counsel of an award of a Class Counsel Fees Payment of no more than 1/3 of the Gross Settlement Amount (currently \$88,000.00) and a Class Counsel Litigation Expenses Payment of not more than \$XX,000.00 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative Service Payment. Class Representative Service Payment of up to Ten Thousand Hundred Dollars (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A payment of \$10,000 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$7,500.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$2,500.00 will be distributed to PAGA Employees as part of the Net PAGA Amount.
- Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, the LWDA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Participating Class Members"). The Settlement Share for each Participating Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Participating Class Members that occurred during the Class Period and multiplying the result by each individual Participating Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendants' records, a member of the class worked at least one-day during any such workweek.
- Calculation of PAGA Penalties Payments to PAGA Employees. The Net PAGA Amount shall be distributed to PAGA Employees irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount will be divided by the total number of pay periods worked by all PAGA Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective PAGA Employee during the PAGA Period. "PAGA Employees" means all employees who are or previously were employed by Fineline Woodworking, Inc. or Fineline Architectural Millwork, Inc. in California and were classified as non-exempt employees during the PAGA Period. The PAGA Period means the period of April 23, 2020 to the earlier of March 26, 2022 or Preliminary Approval.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. 10% of each Settlement Share is allocated to wages. Taxes are withheld from this amount, and each Participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment. 90% of each Settlement Share is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Participating Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to PAGA Employees, and each PAGA Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants' counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendants, Plaintiff and the Participating Class Members shall release all class claims alleged in the operative complaint which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. The Released PAGA Claims shall be released as follows. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by Defendants, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement, and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means any all PAGA claims alleged in the operative complaint and Plaintiff's PAGA notice to the L WDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendants' records reflect that you have <<____>> Workweeks worked during the Class Period (June 29, 2017 to the earlier of March 26, 2022 or Preliminary Approval).

Based on this information, your estimated Settlement Share is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the Notice or re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: _____. (800) _____.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www._____.com

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will

be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Net PAGA Amount.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is _____. The request for exclusion must state in substance: "I have read the Class Notice and I wish to opt out of the class action and settlement of the case *Vejar, et al., v. Fineline Woodworking, Inc., Case No. 30-2021-01208607-CU-OE-CXC*." The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which *Vejar, et al., v. Fineline Woodworking, Inc., Case No. 30-2021-01208607-CU-OE-CXC*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than _____. The address for the Settlement Administrator is _____.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-2891
E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.
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Counsel for Defendants:

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Fax : (949) 788-8980
E-Mail: ekreditor@fyklaw.com
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9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **00:00 AM/PM on _____**, at the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701, before Judge Randall J. Sherman. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the

Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at _____ or write to ***Vejar, et al., v. Fineline Woodworking, Inc., Case No. 30-2021-01208607-CU-OE-CXC***, Settlement Administrator, c/o _____.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Participating Class Members who cashed his or her Settlement Share check using the same work shift formula used for distribution of the Net Settlement Amount. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

Superior Court of California, County of Orange
Vejar v. Fineline Woodworking, Inc., et al
Orange County Superior Court Case No. 30-2021-01208607

REQUEST FOR EXCLUSION

Instructions: Please complete this Form ONLY IF YOU **DO NOT** WANT TO PARTICIPATE IN THE SETTLEMENT that is described in the Notice of Class Action Settlement that accompanies this Form. If you choose to complete this Form, the deadline for mailing it to the Settlement Administrator is [** INSERT DATE**].

I. **PERSONAL INFORMATION**

Name (first, middle and last): _____

Home Street Address: _____

City, State, Zip Code: _____

Home Telephone Number: (____) _____

Last 4 Digits of Social Security Number: _____

II. **REQUEST FOR EXCLUSION**

By signing and returning this Form, I certify that I wish to opt out of the settlement of the class action lawsuit entitled *Omar Vejar v. Fineline Woodworking, Inc., et al.*, Case No. 30-2021-01208607, filed in the Superior Court of California, County of Orange. I understand that by requesting to be excluded from the settlement, I will receive no money from the Settlement described in this Notice.”

III. **MAILING INSTRUCTIONS**

If you choose to return this Form, you must return it to the Settlement Administrator postmarked on or before [**INSERT DATE**] AT THE ADDRESS LISTED BELOW:

ILYM Group, Inc.
[INSERT ADDRESS]

IV. **PLEASE SIGN BELOW**

I declare that the foregoing is true and correct.

Dated: _____

(Signature)

(Print Name)