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Attorneys for Plaintiff OMAR VEJAR

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

IN AND FOR THE 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
MILLWORK, INC., a California
Corporation; and DOES 1-50, Inclusive;

DEFENDANTS.

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

**SUPPLEMENTAL DECLARATION OF
SHANI O. ZAKAY, ESQ. IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

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

I, Shani O. Zakay, Esq., declare as follows:

1. I am over eighteen years of age and if called as a witness, I could and would competently testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner of the law firm of Zakay Law Group, APLC (hereinafter "Class Counsel"). I am counsel of record for Plaintiff OMAR VEJAR, (hereafter "Plaintiff") in this wage and hour class action filed against FINELINE WOODWORKING, INC; (hereinafter "Defendant").

2. This Supplemental Declaration is being submitted in support of Plaintiff's motion for Preliminary Approval of Class Action Settlement and in response to the Court's April 8, 2022, ruling on Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

3. Attached hereto as Exhibit “A” is a true and correct copy of Amendment No. 1 to the Settlement Agreement (hereinafter “Amendment No. 1”). This Amendment No. 1 corrects the issues raised by the Court in its April 8, 2022, ruling as described below. Attached hereto as Exhibit “B” is a true and correct *Redlined* copy of Amendment No. 1, reflecting the changes made consistent with the Court’s April 8, 2022, ruling. Amendment No. 1 addresses the changes raised by the Court as described below.

4. Attached hereto as Exhibit “C” is a true and correct copy of the *redlined* amended notice of settlement (hereinafter “Amended Notice”). The Amended Notice corrects the issuers raised by the Court in its April 8, 2022, ruling as described below.

5. The Court's April 8, 2022, ruling and Plaintiff's corrective measures:

i. Counsel must disclose whether there are any other pending class action, individual, or PAGA lawsuits, whether filed with a court or in the pre-filing LWDA waiting period, that could be affected by this settlement.

- At the time this Supplemental Declaration is submitted, there are no other pending class actions, individual or PAGA lawsuits, and there are no pre-filing notices filed with the LWDA, that could be affected by this settlement.

ii. Although the motion provides the estimated average payment to class members under the proposed settlement, it fails to provide the estimated high and low payments. Those estimates are needed to assist the court in properly determining the fairness of the proposed settlement to the class. If those figures are not available now, they must be provided in the motion for final approval.:

- The estimated high and low payments for the Class Members and Aggrieved Employees are not currently available. The Settlement Administrator will provide

those estimates upon receipt of the class data from Defendant and after taking into consideration Class Members who exclude themselves from the settlement by submitting a valid opt-out. Therefore, these figures will be provided in Plaintiff's motion for final approval.

iii. The allocation of only 10% of the settlement payments for wages appears to be low. The breakdown in ¶24 of the Lapuyade declaration allocates approximately 73% of the class members' potential recovery to wages. Either an increase to 33 1/3% or an explanation of why the figure is not at least 33 1/3% is required.

- The Settlement Agreement has been amended to provide for an allocation of 1/3 towards wages (See Amendment No.1 and Amended Notice at Exhibits A-C).

iv. The reference to the Unclaimed Property Law in Section II.M.8 of the Settlement Agreement should be to CCP §§1500 et seq., not to the Civil Code.

- The Settlement Agreement and Settlement Notice have been amended to correct the reference to the Unclaimed Property Law to CCP §§1500 et seq. (See Amendment No.1 and Amended Notice at Exhibits A-C).

v. There is no information as to how many of the class members speak and/or read English, which might require the class notice to include a translated version in a second (or more) language.

- At this time, Defendants estimate that there may be a handful of Class Members who are not fluent in English and will require notice in Spanish. The Settlement Agreement and the Settlement Notice have been amended to increase the allocation to the Settlement Administrator to account for the cost of mailing the Settlement Notice in Spanish in addition to English.

vi. In the class notice on p. 5 in §9, counsel should add Department CX105 to the location of the Final Approval Hearing.

- The Settlement Notice has been amended to add Department CX105 to the location of the Final Approval Hearing. (See Amended Notice at Exhibit C).

vii. In the Request for Exclusion form attached to the class notice, delete the stray end-quote at the end of Section II, and modify the last sentence of Section II to change, “I will receive no money from the Settlement” to “I will receive no money from the class action portion of the Settlement”.

- The Request for Exclusion in the Settlement Notice has been amended to delete the stray end-quote at the end of Section II and replace “I will receive no money from the Settlement” with “I will receive no money from the class action portion of the Settlement”. (See Amended Notice at Exhibit C).

viii. Counsel should propose a realistic Final Approval Hearing date, bearing in mind that all papers in support of the Final Approval Hearing, including detailed hourly breakdowns of plaintiff’s attorneys to support a lodestar cross-check, detailed plaintiff attorney cost breakdowns, an Administrator declaration and invoice, and plaintiff’s declaration to support the enhancement request, must be filed at least 16 calendar days before the Final Approval Hearing date, to provide enough time for court review, and must be served in compliance with C.C.P. notice of motion requirements.

- Counsel proposes that the Court set the Final Approval Hearing for September 9, 2022, which should provide Counsel and the Parties with sufficient time to meet the Court’s motion requirements.

ix. Plaintiff has not shown that he served the LWDA with his moving papers. Plaintiff is ordered to give notice of the ruling to the LWDA, and to defendants, to serve the LWDA with his original moving papers as well as any new papers filed for future hearings, and to file a proof of service showing such compliance.

x. (a) Plaintiff has provided notice to the LWDA of the proposed settlement and his original motion for preliminary approval on March 4, 2022 at the time the original motion was filed. (b)

1 Plaintiff has also provided notice to the LWDA of the Court's April 8, 2022 ruling on April 14, 2022.
2 (c) Plaintiff provided notice to the LWDA of this supplemental declaration and the amendments
3 attached thereto, on April 25, 2022. (d) When filing his motion for final approval, Plaintiff will serve
4 the motion on the LWDA, and will also serve the LWDA with a copy of the of final approval order
5 and judgment once entered.

6 I declare under the penalty of perjury under the laws of the State of California that the foregoing
7 is true and correct. Executed this 25th day of April 2022, at San Diego, California.

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9 **ZAKAY LAW GROUP, APLC**

10 By: 
11 Shani O. Zakay
12 Attorneys for Plaintiff
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EXHIBIT A

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

AMENDMENT #1

Omar Vejar v. Fineline Woodworking, Inc. et al.
(Orange County Superior Court, Case Number 30-2021-01208607-CU-OE-CXC)

Plaintiff Omar Vejar and Defendants Fineline Woodworking, Inc., and Fineline Architectural Millwork, Inc. hereby enter into this Amendment #1 ("Amendment #1") to the Stipulation for Settlement of Class and PAGA Action Claims and Release of Claims ("Agreement"). Plaintiff and Defendants collectively are referred to in this Agreement as the "Parties." The Parties hereby amend and revise the following portions of the Agreement:

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the settlement of this action shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Agreement.

This Amendment is made by and between Plaintiff Omar Vejar ("Plaintiff"), for himself and on behalf of other similarly situated and aggrieved employees, and Defendants Fineline Woodworking, Inc., and Fineline Architectural Millwork, Inc. ("Defendant"). This Agreement shall be effective upon the last date upon which it is signed by the Parties.

The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and concluded by this Agreement, which is intended to effect and complete settlement of this matter.

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

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as 1/3 wages ("Wage Portion") and 2/3 interest and penalties ("Non-Wage Portion"). The Wage Portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the Non-wage Portion of the Individual Settlement Payments shall be reported on IRS Form 1099.

8. Expiration. Any checks issued to Settlement Class Members and Aggrieved Employees shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. If a Settlement Class Member and/or Aggrieved Employee does not cash his or her settlement check within 90 days, the Settlement Administrator will send a letter to such persons, advising that the check will expire after the 180th day, and invite that Settlement Class Member and/or Aggrieved Employee to request reissuance in the event the check was destroyed, lost or misplaced. In the event an Individual Settlement Payment and/or Aggrieved Employee's individual share of the PAGA Settlement check has not been cashed within one hundred and eighty (180) days, all funds represented by such uncashed checks, plus any interest accrued thereon, shall be transmitted to the Controller of the State of California to be held pursuant to

the Unclaimed Property Law, California Code of Civil Procedure § 1500 *et seq.*, in the names and corresponding amounts associated with each Class Member and/or Aggrieved Employee whose check(s) are cancelled.

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 \$9,700. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fifteen (15) calendar days after the Effective Date.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date set forth.

APPROVED AND ACCEPTED.

Dated: Apr 22, 2022, 2022

By 
Omar Vejar (Apr 22, 2022 17:52 PDT)

Omar Vejar

Dated: _____, 2022

By _____

Its: _____
Fineline Woodworking Inc.

Dated: _____, 2022

By _____

Its: _____
Fineline Architectural Millwork, Inc.

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

Dated: Apr 24, 2022, 2022

THE JCL LAW FIRM, APC

By 

Jean-Claude Lapuyade
Attorney for Plaintiff

Dated: Apr 22, 2022, 2022

ZAKAY LAW GROUP, APC

By 

Shani O. Zakay
Attorney for Plaintiff

the Unclaimed Property Law, California Code of Civil Procedure § 1500 *et seq.*, in the names and corresponding amounts associated with each Class Member and/or Aggrieved Employee whose check(s) are cancelled.

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 \$9,700. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fifteen (15) calendar days after the Effective Date.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date set forth.

APPROVED AND ACCEPTED.

Dated: _____, 2022

By _____
Omar Vejar

Dated: 18 APRIL, 2022

By Marc Berman 
Its: PRESIDENT
Fineline Woodworking Inc.

Dated: 18 APRIL, 2022

By Marc Berman 
Its: PRESIDENT
Fineline Architectural Millwork, Inc.

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

Dated: _____, 2022

THE JCL LAW FIRM, APC

By _____
Jean-Claude Lapuyade
Attorney for Plaintiff

Dated: _____, 2022

ZAKAY LAW GROUP, APC

By _____
Shani O. Zakay
Attorney for Plaintiff

Dated: April 19, 2022

FITZGERALD KREDITOR BOLDUC
RISBROUGH LLP

By Charles C. McKenna

Eoin L. Kreditor

Charles C. McKenna

Attorneys for Defendant

EXHIBIT B

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

AMENDMENT #1

Omar Vejar v. Fineline Woodworking, Inc. et al.
(Orange County Superior Court, Case Number 30-2021-01208607-CU-OE-CXC)

Plaintiff Omar Vejar and Defendants Fineline Woodworking, Inc., and Fineline Architectural Millwork, Inc. hereby enter into this Amendment #1 ("Amendment #1") to the Stipulation for Settlement of Class and PAGA Action Claims and Release of Claims ("Agreement"). Plaintiff and Defendants collectively are referred to in this Agreement as the "Parties." The Parties hereby amend and revise the following portions of the Agreement:

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the settlement of this action shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Agreement.

This Amendment is made by and between Plaintiff Omar Vejar ("Plaintiff"), for himself and on behalf of other similarly situated and aggrieved employees, and Defendants Fineline Woodworking, Inc., and Fineline Architectural Millwork, Inc. ("Defendant"). This Agreement shall be effective upon the last date upon which it is signed by the Parties.

The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and concluded by this Agreement, which is intended to effect and complete settlement of this matter.

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

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as ~~10%~~^{1/3} wages ("Wage Portion") and ~~90%~~^{2/3} interest and penalties ("Non-Wage Portion"). The Wage Portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the Non-wage Portion of the Individual Settlement Payments shall be reported on IRS Form 1099.

8. Expiration. Any checks issued to Settlement Class Members and Aggrieved Employees shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. If a Settlement Class Member and/or Aggrieved Employee does not cash his or her settlement check within 90 days, the Settlement Administrator will send a letter to such persons, advising that the check will expire after the 180th day, and invite that Settlement Class Member and/or Aggrieved Employee to request reissuance in the event the check was destroyed, lost or misplaced. In the event an Individual Settlement Payment and/or Aggrieved Employee's individual share of the PAGA Settlement check has not been cashed within one hundred and eighty (180) days, all funds represented by such uncashed checks, plus any interest accrued thereon, shall be transmitted to the Controller of the State of California to be held pursuant to

the Unclaimed Property Law, California ~~Civil Code~~Code of Civil Procedure § 1500 *et seq.*, in the names and corresponding amounts associated with each Class Member and/or Aggrieved Employee whose check(s) are cancelled.

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 ~~\$8,5009,700~~. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fifteen (15) calendar days after the Effective Date.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date set forth.

APPROVED AND ACCEPTED.

Dated: _____, 2022

By _____
Omar Vejar

Dated: _____, 2022

By _____
Its: _____
Fineline Woodworking Inc.

Dated: _____, 2022

By _____
Its: _____
Fineline Architectural Millwork, Inc.

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

Dated: _____, 2022

THE JCL LAW FIRM, APC

By _____
Jean-Claude Lapuyade
Attorney for Plaintiff

Dated: _____, 2022

ZAKAY LAW GROUP, APC

By _____
Shani O. Zakay
Attorney for Plaintiff

Dated: _____, 2022

FITZGERALD KREDITOR BOLDUC
RISBROUGH LLP

By _____
Eoin L. Kreditor
Charles C. McKenna
Attorneys for Defendant

EXHIBIT C

**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 Defendants 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 Orange. 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 Defendants 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%¹/₃ 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%²/₃ 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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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, Department CX105, 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-transmit~~ all funds from such uncashed checks to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure § 1500 et seq., in the names and corresponding amounts associated with each Class Member and/or Aggrieved Employee whose check(s) are cancelled.~~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.

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 class action portion of](#) 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)