1 2 3 4 5	Justin F. Marquez (SBN 262417) justin@wilshirelawfirm.com Benjamin H. Haber (SBN 315664) benjamin@wilshirelawfirm.com Maxim Gorbunov (SBN 343128) mgorbunov@wilshirelawfirm.com WILSHIRE LAW FIRM 3055 Wilshire Blvd., 12th Floor Los Angeles, California 90010			
6 7	Telephone: (213) 381-9988 Facsimile: (213) 381-9989			
8	Attorneys for Plaintiff			
9	SUPERIOR COURT OF THE	E STATE OF CALIFORNIA		
10	FOR THE COUNTY OF RIVERSIDE			
11	FELIX REY GUTIERREZ, individually, and on behalf of all others similarly	Case No.: CVRI2105455		
12	situated,	CLASS ACTION		
13 14	Plaintiff,	[Assigned for all purposes to: Hon. Harold Hopp, Dept. 1]		
15	v. NEXT LEVEL DOOR & MILLWORK, INC., a	SUPPLEMENTAL DECLARATION OF JUSTIN F. MARQUEZ IN SUPPORT OF		
16	California corporation, and DOES 1 through 10, inclusive,	PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT		
17	Defendants.	ACTION SETTLEMENT		
18		PRELIMINARY APPROVAL HEARING Date: August 23, 2023		
19 20		Time: 8:30 a.m. Dept: 1		
21		Complaint filed: November 30, 2021 Trial date: Not set		
22		Titul date. 110t set		
23				
24				
25				
26				
27				
28				

DECLARATION OF JUSTIN F. MARQUEZ

I, Justin F. Marquez, declare as follows:

- 1. I am admitted, in good standing, to practice as an attorney in the State of California, the Ninth Circuit Court of Appeals, and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. I am a Senior Partner at Wilshire Law Firm, PLC, counsel of record for Plaintiff Felix Rey Gutierrez ("Plaintiff"). I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness. This Supplemental Declaration is submitted in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement.
- 2. Attached as Exhibit 1 is a true and correct copy showing changes to the Class Notice in redline by comparing the Class Notice filed on July 17, 2023 with the revised one filed concurrently with this Supplemental Declaration.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed on August 16, 2023, at Los Angeles, California.

Justin . Marquez

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

Felix Rey Gutierrez v. Next Level Door & Millwork, Inc. Riverside County Superior Court, Case No. CVRI2105455

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Next Level Door & Millwork, Inc. ("Next Level Door") for alleged wage and hour violations. The Action was filed by Next Level Door employee Felix Rey Gutierrez ("Plaintiff") and seeks payment of back wages and other relief for a class of non-exempt hourly employees ("Class Members") who worked for Next Level Door during the Class Period (June 5, 2017 to May 15, 2023). The Court has determined there is sufficient evidence to suggest that the proposed settlement may be fair, adequate, and reasonable.

The proposed Settlement is a Class Settlement requiring Next Level Door to fund Individual Class Payments to Class Members.

Notice.

Based on by Next Level Door's records, and the Parties' current assumptions, your
Individual Class Payment is estimated to be \$______ (less withholding). The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimate is based on Next Level Door's records showing that you worked workweeks during the Class Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Next Level Door to make payments under the Settlement and requires Class Members to give up their rights to assert certain claims against Next Level Door.

If you worked for Next Level Door during the Class Period, you have two basic options under the Settlement:

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Next Level Door.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Next Level Door.

Next Level Door will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert the wage claims against Next Level Door that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement The Opt-out Deadline is [date]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by [date]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [date] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [date]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The number Class Period Workweeks you worked

Written Challenges
Must be Submitted by
[date]

according to Next Level Door's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [date]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Next Level Door employee. The Action accuses Next Level Door of violating California labor laws by failing to pay overtime wages, minimum wages, and wages due upon termination, and failing to provide meal periods, rest breaks and accurate itemized wage statements. Plaintiff is represented by attorneys <u>Justin F. Marquez and Benjamin Haber of Wilshire Law Firm, PLC</u> ("Class Counsel.").

Next Level Door strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Next Level Door or Plaintiff is correct on the merits. In the meantime, Plaintiff and Next Level Door hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Next Level Door have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Next Level Door does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Next Level Door has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Next Level Door Will Pay \$1,069,350.00 as the Gross Settlement Amount (Gross Settlement). Next Level Door has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, and the Administrator's expenses. Assuming the Court grants Final Approval, Next Level Door will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if

Participating Class Members object to the proposed Settlement or the Judgment is appealed.

- 2. <u>Court Approved Deductions from Gross Settlement.</u> At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$356,450.00 (33 1/3% of the Gross Settlement] to Class Counsel for attorneys' fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 to Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment.
 - C. Up to \$20,000.00 to the Administrator for services administering the Settlement.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- 3. <u>Net Settlement Distributed to Class Members</u>. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- 4. <u>Taxes Owed on Payments to Class Members.</u> Plaintiff and Next Level Door are asking the Court to approve an allocation of 33% of each Individual Class Payment to taxable wages ("Wage Portion") and 67% to penalties and interest ("Non-Wage Portion.). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Next Level Door will separately pay employer payroll taxes it owes on the Wage Portion.

Although Plaintiff and Next Level Door have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

- 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [date], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [date] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Next Level Door.
- 7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Next Level Door have agreed that, in either case, the Settlement will be void: Next Level Door will not pay any money and Class Members will not release any claims against Next Level Door.
- 8. Administrator. The Court has appointed a neutral company, Apex Class Action (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
- 9. Participating Class Members' Release. After the Judgment is final and Next Level Door has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Next Level Door or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; and (7) violation of California's Unfair Competition Law, California Business and Professions Code §§ 17200, et

seq.. Except as set forth in Section 6.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- 1. <u>Individual Class Payments</u>. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- 2. Workweek Challenges. The number of Class Workweeks you worked during the Class Period, as recorded in Next Level Door's records, are stated in the first page of this Notice. You have until [date] to challenge the number of Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Next Level Door's calculation of Workweeks based on Next Level Door's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Next Level Door's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

<u>Participating Class Members.</u> The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as [caption of Action], and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The**

Administrator must be sent your request to be excluded by [date], or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Next Level Door are asking the Court to approve. At least 16 days before the [date] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff are requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [need details] or the Court's website [need details].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [date]**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action [case caption] and include your name, current address, telephone number, and approximate dates of employment for Next Level Door and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [date] at [time] in Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, CA 92501. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually (https://www.riverside.courts.ca.gov/PublicNotices/remote-appearances.php). Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

You may find a copy of the settlement agreement attached to the Declaration of Justin F. Marquez, Exhibit 1, filed with the Court on July 17, 2023.

The Agreement sets forth everything Next Level Door and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to [specify whose] website at [URL of website]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (http://https://www.riverside.courts.ca.gov/OnlineServices/CopyRequests/online-copy-order.php) and entering the Case Number for the Action, Case No. <a href="https://cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.nih.gov/cvi.nlm.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Justin F. Marquez, Esq.
Benjamin Haber, Esq.
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, CA 90010
Telephone: (213) 784-3830

justin@wilshirelawfirm.com benjamin@wilshirelawfirm.com Settlement Administrator:

Name of Company: Email Address: Mailing Address: Telephone: Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund website for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

COMPLETE THIS FORM *ONLY IF* YOU CHOOSE TO *OBJECT* TO THE SETTLEMENT.

OBJECTION FORM

<u>Felix Rey Gutierrez v. Next Level Door & Millwork, Inc.</u> Riverside County Superior Court, Case No. CVRI2105455

INSTRUCTIONS: TO OBJECT TO THE SETTLEMENT IN WRITING, YOU MUST COMPLETE, SIGN AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL OR EQUIVALENT, POSTAGE PAID, POSTMARKED ON OR BEFORE [+60 DAYS FROM MAILING], ADDRESSED AS FOLLOWS:

INSERT ADMINISTRATOR INFO

Please fill in all of the following informatio	n (type or print):
NAME (First, Middle, Last):	
STREET ADDRESS:	
CITY, STATE, ZIP CODE:	W. J.
TELEPHONE NUMBERS: Home:	Work:
If applicable, the contact information for m	y legal counsel is as follows:
NAME (First, Middle, Last):	
FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP CODE:	Fax:
TELEPHONE NUMBERS: Office:	Fax:
	D THAT YOU RETAIN PROOF OF MAILING RKED ON OR BEFORE <mark>[DATE]</mark> .
I [insert your name]	wish to object to the Settlement in the case of
Felix Rey Gutierrez v. Next Level Door & M	Millwork, Inc., Riverside County Superior Court, Case
No. CVRI2105455. I object to the settleme if necessary):	ent on the following grounds (attach additional pages
• /	

I declare under penalty of perjury under the laws of the State of California that the forgoing is
true and correct.
Signed:
Date:
Print Name:
Last four digits of Social Security Number/:

COMPLETE THIS FORM *ONLY IF* YOU CHOOSE TO *NOT* PARTICIPATE IN THIS SETTLEMENT AND CHOOSE *NOT* TO RECEIVE A SETTLEMENT SHARE

EXCLUSION FORM

Felix Rey Gutierrez v. Next Level Door & Millwork, Inc. Riverside County Superior Court, Case No. CVRI2105455

INSTRUCTIONS: TO OPT-OUT OF THE SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL OR EQUIVALENT, POSTAGE PAID, POSTMARKED ON OR BEFORE [+60 DAYS FROM MAILING], ADDRESSED AS FOLLOWS:

INSERT ADMINISTRATOR INFO

Please fill in all of the following informat	ion (type or print):
NAME (First, Middle, Last):	
STREET ADDRESS:	
CITY, STATE, ZIP CODE:	
TELEPHONE NUMBERS: Home:	Work:
THIS FORM POSTM	ARKED ON OR BEFORE <mark>[DATE]</mark> .
I [insert your name]	wigh to be evaluded from the Cettlement Class in
the case of Felix Rey Gutierrez v. Next L	evel Door & Millwork, Inc., Riverside County Superior

I further verify that the following is true: My name, address and other contact information are accurately set forth above. I received and had the opportunity to read the Class Notice and Settlement Information Form that were sent to me along with this Exclusion Form. I understand that by signing this side of the form, I voluntarily choose to exclude myself from the proposed settlement of this class action. I understand that by excluding myself, I may not accept any money allocated for me in the proposed settlement and may not object to the settlement. On the other hand, I also understand that if I wish to assert any claims related to those set forth in this lawsuit in my individual capacity, I shall have to do so separately. I understand that any such claims are subject to strict time limits, known as statutes of limitations, which restrict the time within which I may file any such action. I understand that I should consult with an attorney at my own expense if I wish to obtain advice regarding my rights with respect to this settlement or my choice to opt out of the settlement. Next Level Door has not encouraged me to opt out, and I

I declare under penalty of perjury under the laws of the State of California that the forgoing is true and correct.

choose to opt out of my own free will.

Signed:				
Date:	•			
Print Name:	•			
Last four digits of Social Security Number/:				