

JCL LAW FIRM

Jean-Claude Lapuyade State Bar No. 248676
 jlapuyade@jcl-lawfirm.com
 3990 Old Town Avenue, Suite C204
 San Diego, California 92110
 Tel: (619) 599-8292
 Fax: (619) 599-8291

ZAKAY LAW GROUP, APLC

Shani O. Zakay State Bar No. 277924
 shani@zakaylaw.com
 3990 Old Town Avenue, Suite C204
 San Diego, California 92110
 Tel: (619) 255-9047
 Fax: (858) 404-9203

Attorneys for Plaintiff

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

A Professional Corporation
 Michael J. O'Connor, Jr. State Bar No. 202734
 Michael.OConnor@aalrr.com
 Alicia A. Belock State Bar No. 306558
 Alicia.Belock@aalrr.com
 4275 Executive Square, Suite 700
 La Jolla, California 92037
 Telephone: (858) 485-9526
 Fax: (858) 485-9412

Attorneys for Defendant

SUPERIOR COURT OF CALIFORNIA**COUNTY OF SAN BERNARDINO**

ELAINE MUNOZ, individually and on behalf
 of all others similarly situated,

Plaintiffs,

vs.

AMTCR CALIFORNIA, LLC, a California
 Limited Liability Company; and DOES 1
 through 50 inclusive,

Defendants.

Case No. CIV-DS2001914

[Action Filed 01/21/2020]

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

Judge: Hon. David Cohn
 Dept.: S-26

STIPULATION OF SETTLEMENT OF CLASS ACTION AND RELEASE OF CLAIMS

This Stipulation of Class Action Settlement and Release of Claims is entered into by and between Plaintiff Elaine Munoz (hereinafter "Plaintiff"), individually and on behalf of the Settlement Class, and Defendant AMTCR California, LLC (hereinafter "Defendant"):

I. DEFINITIONS

- A. "Action" shall mean *Munoz v. AMTCR California, LLC*, currently pending in the Superior Court for the County of San Bernardino, Case No. CIV-DS2001914 filed January 21, 2020, as a class action, and amended on August 25, 2020 to include a representative action pursuant to the Private Attorney General Act of 2004, Labor Code § 2698 *et seq.* (hereinafter, "PAGA").
- B. "Aggrieved Employees" means all of Defendant's current and former non-exempt employees, employed in California during the PAGA Period.
- C. "Agreement" means this Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims.
- D. "Non-exempt Class" means all non-exempt employees who are or previously were employed by Defendant in California during the Class Period.
- E. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC and Shani O. Zakay of the Zakay Law Group, APLC.
- F. "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 Class in the Action, consisting of attorneys' fees not to exceed one-third of the Gross Settlement Amount currently estimated to be \$616,666.66 plus costs and expenses not to exceed \$25,000.00
- G. "Class Data" means information regarding the Settlement Class that Defendant will in good faith compile from its records, in complete and accurate fashion as is possible, and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Settlement Class Member's full name; last known address; Social Security Number; start dates and end dates of

employment, and number of Workweeks as a Settlement Class Member during the Class Period and PAGA Period, if known.

H. “Class Period” means the period from January 21, 2016 through the date of Preliminary Approval of this settlement.

I. “Class Representative Service Award” means the amount that the Court authorizes to be paid to the Class Representative, not to exceed \$10,000.00, in addition to her Individual Settlement Payment and her pro-rata share of the PAGA Settlement, in recognition of her efforts and risks in assisting with the prosecution of the Action and in exchange for executing a General Release of Defendant.

J. “Class Representative” or “Plaintiff” means Plaintiff Elaine Munoz.

K. “Court” means the Superior Court for the State of California, County of San Bernardino.

L. “Defendant” shall mean AMTCR California, Inc.

M. “Effective Date” means the date Defendant transfers the Gross Settlement Amount into the QSF in accord with the terms of this Agreement and shall occur on the earliest date, following entry by the Court of an order and judgment finally approving this Settlement, upon which one of the following have occurred: (i) if no objection is filed to the settlement and no objector appears at the hearing on final approval, then within sixty (60) calendar days following the Court’s entry of the order granting final approval, (ii) if an objection is filed to the settlement and/or an objector appears at the hearing on final approval, then the earlier of the following: (a) within seventy-five (75) calendar days following the Court’s entry of the order granting final approval without a filing of a notice of appeal of the final approval order or judgment; (b) within fifteen (15) calendar days of final affirmance of the final approval order and judgment by an appellate court as a result of any appeal(s), or (c) within fifteen (15) calendar days of final dismissal or denial of all such appeals (including any petition for review, rehearing, certiorari, etc.) such that the final approval order and judgment is no longer subject to further judicial review.

- 1 N. "Gross Settlement Amount" shall mean the total sum of One Million Eight Hundred
2 Fifty Thousand Dollars (\$1,850,000) for the full and final compromise, release, and
3 payment of all claims herein, including payment of Individual Settlement Payments,
4 Claims Administration Expenses; Attorneys' Fees; Attorneys' Expenses; Service
5 Award, and the PAGA Settlement. The Gross Settlement Amount shall be all-in
6 with no reversion to Defendant. The employer's share of applicable payroll taxes
7 related to wages paid shall not be paid from the Gross Settlement Amount and shall
8 remain the sole responsibility of Defendant, to be paid by Defendant via the
9 Settlement Administrator and with the Settlement Administrator's assistance in
10 addition to the Gross Settlement Amount.
- 11 O. "Individual Settlement Payments" means the Non-exempt Settlement Payments, the
12 Manger Settlement Payments and the Aggrieved Employee Payments collectively.
- 13 P. "Manager Class" means all managers employed by Defendant in California, who
14 were paid a monthly salary equivalent to less than two times the State of
15 California's minimum wages for full-time employment during the Class Period.
- 16 Q. "Manager Settlement Payments" means the amount payable from the Manager
17 Settlement Allocation portion of the Net Settlement Amount to each member of the
18 Manager Class.
- 19 R. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less
20 Class Counsel Award, Class Representative Service Award, PAGA Settlement, and
21 Settlement Administration Costs.
- 22 S. "Non-exempt Settlement Payment" means the amount payable from the Non-
23 exempt Settlement portion of the Net Settlement Amount to each member of the
24 Non-exempt Class.
- 25 T. "Notice Packet" means the Class Notice to be provided to the Settlement Class by
26 the Settlement Administrator in the form set forth as Exhibit A to this Agreement
27 (other than formatting changes to facilitate printing by the Settlement
28 Administrator).

- 1 U. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
2 Labor Code § 2698 *et seq.*
- 3 V. "PAGA Period" means the period between January 17, 2019 and the date of
4 Preliminary Approval.
- 5 W. "PAGA Settlement" shall mean the total amount of Fifty Thousand Dollars
6 (\$50,000.00), to be allocated from the Gross Settlement Amount.
- 7 X. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
8 Plaintiff or Defendant, individually.
- 9 Y. "QSF" means the Qualified Settlement Fund established, designated and
10 maintained by the Settlement Administrator to fund the Gross Settlement Amount.
- 11 Z. "Class Released Claims" means all class claims alleged in the operative complaint
12 which occurred during the Class Period, and expressly excluding all other claims,
13 including claims for vested benefits, wrongful termination, unemployment
14 insurance, disability, social security, workers' compensation, and class claims
15 outside of the Class Periods and PAGA claims outside of the PAGA period.
- 16 AA. "Released PAGA Claims" means any and all claims for relief, including but not
17 limited to civil penalties, under PAGA, of whatever kind or nature, whether known
18 or unknown, arising during the PAGA Period, based on or related to the facts
19 alleged in Plaintiff's Complaint(s) in the Action and Plaintiff's notice letter(s) to the
20 LWDA including, but not limited to, Labor Code sections 201, 201.3, 202, 203,
21 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194,
22 1197, 1197.14, 1198, 1199, 2802, and 2804 and the applicable IWC Wage Orders,
23 and any resulting claim for attorneys' fees and costs under PAGA, which occurred
24 during the PAGA Periods. (the "PAGA Release")
- 25 BB. "Response Deadline" means the date forty-five (45) days after the Settlement
26 Administrator mails Notice Packets to Settlement Class and the last date on which
27 Settlement Class members may submit requests for exclusion or objections to the
28 Settlement.

1 CC. "Settlement" means the disposition of the Action pursuant to this Agreement.

2 DD. "Settlement Administrator" means ILYM Group Inc., 14771 Plaza Drive, Ste. L,
3 Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. The Settlement
4 Administrator establishes, designates and maintains, as a QSF under Internal
5 Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which
6 the amount of the Gross Settlement Amount is deposited for the purpose of
7 resolving the claims of Settlement Class. The Settlement Administrator shall
8 maintain the funds until distribution in an account(s) segregated from the assets of
9 Defendant and any person related to Defendant. *All accrued interest shall be paid*
10 *and distributed to the Settlement Class as part of their respective Individual*
11 *Settlement Payment.*

12 EE. "Settlement Class" or "Class" means the members of the Non-exempt Class and the
13 Manager Class collectively.

14 FF. "Workweeks", for purposes of calculating the distribution of the Net Settlement
15 Amount, means the number of weeks of employment during the Class Period that
16 each Settlement Class Member worked for Defendant in California. Using the Class
17 Data, the Settlement Administrator will calculate the number of Workweeks by
18 calculating the number of days each Settlement Class Member was employed during
19 the Class Period, dividing by seven (7), and rounding up to the nearest whole
20 number. For purpose of determining the Individual Settlement Payments and
21 Payment Ratio, each Settlement Class Member who is a former employee no longer
22 working for Defendant will be assigned four (4) additional Workweeks. For
23 purposes of distributing the PAGA Settlement to the Aggrieved Employees,
24 Workweeks means the number of weeks of employment for each Aggrieved
25 Employee during the PAGA Period.

26 **II. RECITALS**

27 A. On January 17, 2020, Plaintiff filed a Notice of Violations with the Labor and
28 Workforce Development Agency (LWDA) and served the same on Defendant.

1 B. On January 21, 2020, Plaintiff filed a class action complaint in the San Bernardino
2 Superior Court for:

3 1. Unfair Competition in Violation of Bus. and Prof. Code §§ 17200;

4 2. Failure to provide required meal periods in violation of California Labor
5 Code sections 226.7 and 512;

6 3. Failure to provide required rest periods in violation of California Labor Code
7 sections 226.7 and 512;

8 4. Failure to pay minimum wages in violation of California Labor Code
9 sections 1182.12, 1194, 1197 and 1197.1;

10 5. Failure to pay overtime wages in violation of California Labor Code sections
11 510 *et seq.*;

12 6. Failure to provide accurate itemized wage statements in violation of
13 California Labor Code section 226;

14 7. Failure to provide wages when due in violation of California Labor Code
15 sections 201, 202 and 203, and

16 8. Failure to provide personnel files in violation of California Labor Code
17 section 1198.5.

18 C. On August 25, 2020, Plaintiff filed the operative First Amended Complaint alleging
19 a ninth cause of action for violations of the California Labor Code Private Attorney
20 General Act (“PAGA”). Thereafter, Defendant answered the First Amended
21 Complaint.

22 D. On January 11, 2021, the Parties participated in mediation presided over by the
23 Honorable Judge Carl J. West (Ret.), a respected jurist and mediator. Following the
24 mediation, each side, represented by its respective counsel, was able to agree to
25 resolve the Action based on a mediator’s proposal which was memorialized in the
26 form of a Memorandum of Understanding.

27 E. This Agreement replaces and supersedes the Memorandum of Understanding and
28 any other agreements, understandings, or representations between 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 Defendant that the claims in the Action of Plaintiff or the Settlement Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, this Agreement shall be void, and Defendant shall be entitled, and reserves the right, to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

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

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendant.

1. Settlement Monetary Consideration and Funding. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendant will pay the Gross Settlement Amount of One Million Eight Hundred Fifty Thousand Dollars (\$1,850,000.00) via wire transfer or check to the Settlement Administrator on or before the Effective Date. The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendant. Other than the Defendant's share of employer payroll taxes, or as otherwise specified in the Agreement, Defendant shall not be required to pay more or less than the Gross Settlement Amount.
2. Non-exempt Class Size. At the time of mediation, Defendant represented that as of January 11, 2021 there were 1,872 members of the Non-exempt Class who collectively worked approximately 90,150 Workweeks during the Class Period. In regard hereto, Defendant will provide a declaration under penalty of perjury confirming the number of Non-exempt Class members

1 and Workweeks they worked during the Class Period prior to the filing of the
2 motion for preliminary approval.

3 3. Manager Class Size: At the time of mediation, Defendant represented that as
4 of January 11, 2021, there were approximately 18 members of the Manager
5 Class who collectively worked approximately 1,707 Workweeks during the
6 Class Period. In regard hereto, Defendant will provide a declaration under
7 penalty of perjury confirming the number of Manager Class members and
8 Workweeks they worked during the Class Period prior to the filing of the
9 motion for preliminary approval.

10 4. Defendant's Share of Payroll Taxes. The Defendant's share of employer-side
11 payroll taxes is in addition to the Gross Settlement Amount and shall be paid
12 by Defendant, via and with the Settlement Administrator's assistance, within
13 ten (10) calendar days of request by the Settlement Administrator.

14 B. Release by Settlement Class. As of the Effective Date, in exchange for the
15 consideration set forth in this Agreement, Plaintiff and the Settlement Class release
16 the Defendant from the Class Released Claims for the Class Period.

17 C. Release by the Aggrieved Employees. As of the Effective Date, in exchange for the
18 consideration set forth in this Agreement, the Plaintiff, the LWDA and the Aggrieved
19 Employees release the Defendant from the Released PAGA Claims for the PAGA
20 Period.

21 D. General Release by Plaintiff. As of the Effective Date, in consideration for the
22 promises and payments set forth in this Settlement Agreement, to which the Plaintiff
23 is otherwise not entitled, the Plaintiff agrees to provide a Complete and General
24 Release. "Complete and General Release" means an irrevocable and unconditional
25 release given by the Plaintiff releasing the Defendant and all of its current and
26 former owners, officers, directors, managers, members, employees, agents,
27 representatives, subsidiaries, parents, affiliates, predecessors, successors,
28 franchisors, franchisees, joint venturers, co-owners, co-employers, joint

1 employers, payroll providers, benefits providers, attorneys, insurers, and
2 reinsurers (collectively "Released Parties") from any and all charges, complaints,
3 claims, causes of action, debts, penalties, wages, sums of money, controversies,
4 agreements, promises, damages and liabilities of any kind or nature whatsoever, both
5 at law and equity, known or unknown, suspected or unsuspected, arising from
6 conduct occurring on or before the date the Plaintiff signs this Settlement Agreement,
7 related to or arising out of her employment with Defendant and/or this lawsuit,
8 including but not limited to all of the Claims identified in the operative complaint.
9 This provision is intended by the Parties to be all encompassing and to act as a full
10 and total release of any claims, whether specifically enumerated herein or not, that
11 the Plaintiff might now have or had, that exists or ever has existed, on or prior to the
12 date this Settlement Agreement is signed. The words "claim" or "claims" in this
13 context includes without limitation all actions, claims and grievances, whether actual
14 or potential, known or unknown, related, incidental to or arising out of any act or
15 omission committed or omitted by the Released Parties through the date the Plaintiff
16 signs this Settlement Agreement and/or arising out of her employment relationship
17 with Defendant and/or the cessation thereof. Plaintiff also agrees to provide a 1542
18 Waiver to the Released Parties, which shall release all claims and damages of every
19 kind and nature, actual or potential, known and unknown, which exist or could arise
20 out of her employment and/or the end of her employment with Defendant, through
21 and including the date of execution of this Settlement Agreement. With respect to the
22 General Release, the Plaintiff stipulates and agrees that, upon the Effective Date, she
23 shall be deemed to have, and by operation of the Court's Final Approval Order, shall
24 have, expressly waived and relinquished, to the fullest extent permitted by law, the
25 provisions, rights and benefits of Section 1542 of the California Civil Code, or any
26 other similar provision under federal or state law, which provides:

27 "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
28 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO

1 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
2 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
3 MATERIALLY AFFECTED HIS OR HER SETTLEMEN WITH THE DEBTOR
4 OR RELEASED PARTY.”

5 The Plaintiff acknowledges that she may discover facts in addition to or different
6 from those she now knows or believes to be true with respect to the subject matter of
7 the Complete and General Release, but upon the Effective Date, shall be deemed to
8 have, and by operation of the Final Approval Order shall have, fully, finally, and
9 forever settled and released any and all of the claims covered by the Complete and
10 General Release, whether known or unknown, suspected or unsuspected, contingent
11 or non-contingent, which now exist, or have existed, upon any theory of law or
12 equity now existing, including, but not limited to, conduct that is negligent,
13 intentional, with or without malice, or a breach of any duty, law or rule, without
14 regard to the subsequent discovery or existence of such different or additional facts.
15 The Parties understand and agree that this includes all actions, group actions
16 (including any pending or future collective, class, private attorney general or
17 representative actions for which the Plaintiff may otherwise qualify as a putative
18 class member, aggrieved employee, or represented party), complaints and grievances
19 that could potentially be brought by him against the Released Parties. The Plaintiff
20 further agrees that this Complete and General Release includes, but is not limited to,
21 any rights or claims arising under the California Constitution; the California Labor
22 Code; the California Business & Professions Code; the California Code of
23 Regulations; the California Fair Employment and Housing Act; the Fair Labor
24 Standards Act; Title VII of the Civil Rights Act of 1964; the Americans with
25 Disabilities Act; federal and state family leave statutes; and any and all other federal,
26 state and local laws, statutes, executive orders, regulations and common law,
27 including contract, employment and tort law.
28

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

- 3 1. The Court enters an order granting preliminary approval of the Settlement;
- 4 2. The Court enters an order granting final approval of the Settlement and a
5 Final Judgment;
- 6 3. If an objector appears at the final approval hearing, the time for appeal of the
7 Final Judgment and Order Granting Final Approval of Class Action
8 Settlement expires; or, if an appeal is timely filed, there is a final resolution
9 of any appeal from the Judgment and Order Granting Final Approval of
10 Class Action Settlement; and
- 11 4. Defendant fully funds the Gross Settlement Amount.

12 F. Nullification of Settlement Agreement. In the event that this Settlement Agreement
13 is not preliminarily or finally approved by the Court, fails to become effective, or is
14 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
15 Defendant from obtaining a complete resolution of the Released Claims:

- 16 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
17 and shall not be admissible in any judicial, administrative or arbitral
18 proceeding for any purpose or with respect to any issue, substantive or
19 procedural;
- 20 2. The conditional class certification (obtained for any purpose) shall be void
21 *ab initio* and of no force or effect, and shall not be admissible in any judicial,
22 administrative or arbitral proceeding for any purpose or with respect to any
23 issue, substantive or procedural; and
- 24 3. None of the Parties to this Settlement will be deemed to have waived any
25 claims, objections, defenses or arguments in the Action, including with
26 respect to the issue of class certification.

27 G. Certification of the Settlement Class. The Parties stipulate to conditional class
28 certification of the Settlement Class for the Class Period for purposes of settlement

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

8 H. Tax Liability. The Parties make no representations as to the tax treatment or legal
9 effect of the payments called for, and the Settlement Class is not relying on any
10 statement or representation by the Parties in this regard. The Settlement Class
11 members understand and agree that they will be responsible for the payment of any
12 taxes and penalties assessed on the Individual Settlement Payments described and
13 will be solely responsible for any penalties or other obligations resulting from their
14 personal tax reporting of Individual Settlement Payments.

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
18 provision of this Agreement, and no written communication or disclosure between or
19 among the Parties or their attorneys and other advisers, is or was intended to be, nor
20 shall any such communication or disclosure constitute or be construed or be relied
21 upon as, tax advice within the meaning of United States Treasury Department
22 circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has
23 relied exclusively upon his, her or its own, independent legal and tax counsel for
24 advice (including tax advice) in connection with this Agreement, (b) has not entered
25 into this Agreement based upon the recommendation of any other Party or any
26 attorney or advisor to any other Party, and (c) is not entitled to rely upon any
27 communication or disclosure by any attorney or adviser to any other party to avoid
28 any tax penalty that may be imposed on the acknowledging party, and (3) no attorney

1 or adviser to any other Party has imposed any limitation that protects the
2 confidentiality of any such attorney's or adviser's tax strategies (regardless of
3 whether such limitation is legally binding) upon disclosure by the acknowledging
4 party of the tax treatment or tax structure of any transaction, including any
5 transaction contemplated by this Agreement.

6 J. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file with
7 the Court a Motion for Order Granting Preliminary Approval and supporting papers,
8 which shall include this Settlement Agreement.

9 K. Settlement Administrator. The Settlement Administrator shall be responsible for:
10 establishing and administering the QSF; calculating, processing and mailing
11 payments to the Class Representative, Class Counsel, LWDA and the Settlement
12 Class; printing, mailing and emailing the Notice Packets to the Settlement Class as
13 directed by the Court; establishing and maintaining the a landing page hosted on its
14 website to containing information about the Settlement; receiving and reporting the
15 objections and requests for exclusion; calculating, deducting and remitting all legally
16 required taxes from Individual Settlement Payments and distributing tax forms for
17 the Wage Portion and Non-Wage Portion of the Individual Settlement Payments;
18 processing and mailing tax payments to the appropriate state and federal taxing
19 authorities; providing declaration(s) as necessary in support of preliminary and/or
20 final approval of this Settlement; posting notice of entry of judgment on its website;
21 and other tasks as the Parties mutually agree or the Court orders the Settlement
22 Administrator to perform. The Settlement Administrator shall keep the Parties
23 timely apprised of the performance of all Settlement Administrator responsibilities
24 by among other things, sending a weekly status report to the Parties' counsel stating
25 the date of the mailing, the of number of Elections Not to Participate in Settlement it
26 receives (including the numbers of valid and deficient), and number of objections
27 received.

28 L. Notice Procedure.

1 1. Class Data. No later than fifteen (15) calendar days after the Preliminary
2 Approval Date, Defendant shall provide the Settlement Administrator with
3 the Class Data for purposes of preparing and mailing Notice Packets to the
4 Settlement Class. Defendant shall verify the total number of Workweeks at
5 the time Class Data is provided to the Settlement Administer.

6 2. Notice Packets.

7 a) The Notice Packet shall contain the Notice of Class Action
8 Settlement in a form substantially similar to the form attached as
9 Exhibit A. The Notice of Class Action Settlement shall inform the
10 Settlement Class that they need not do anything in order to receive an
11 Individual Settlement Payment and to keep the Settlement
12 Administrator apprised of their current mailing address, to which the
13 Individual Settlement Payments will be mailed following the
14 Effective Date. The Notice of Class Action Settlement shall set forth
15 the release to be given by all members of the Settlement Class who
16 do not request to be excluded from the Settlement Class in exchange
17 for an Individual Settlement Payment, the number of Workweeks
18 worked by each Settlement Class Member during the Class Period,
19 and the estimated amount of their Individual Settlement Payment if
20 they do not request to be excluded from the Settlement. The
21 Settlement Administrator shall use the Class Data to determine Class
22 Members' Workweeks.

23 b) The Notice Packet's mailing envelope shall include the following
24 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
25 ENTITLED TO PARTICIPATE IN A CLASS ACTION
26 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
27 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
28 NOTICE."

1 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
2 Settlement Administrator will perform a search based on the National
3 Change of Address Database to update and correct any known or identifiable
4 address changes. No later than ten (10) calendar days after receiving the
5 Class Data from Defendant, the Settlement Administrator shall mail and
6 email copies of the Notice Packet to all members of the Settlement Class via
7 regular First-Class U.S. Mail. The Settlement Administrator shall exercise
8 its best judgment to determine the current mailing address for each
9 Settlement Class member. The address identified by the Settlement
10 Administrator as the current mailing address shall be presumed to be the best
11 mailing address for each Settlement Class Member.

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

1 5. Disputes Regarding Individual Settlement Payments. Settlement Class
2 members will have the opportunity, should they disagree with Defendant's
3 records regarding the start and end dates of their employment, to provide
4 documentation and/or an explanation to show contrary dates. If there is a
5 dispute, the Settlement Administrator will consult with the Parties to
6 determine whether an adjustment is warranted. The Settlement
7 Administrator shall determine the eligibility for, and the amounts of, any
8 Individual Settlement Payments under the terms of this Agreement. The
9 Settlement Administrator's determination of the eligibility for and amount of
10 any Individual Settlement Payment shall be binding upon the Settlement
11 Class Member and the Parties.

12 6. Disputes Regarding Administration of Settlement. Any disputes not
13 resolved by the Settlement Administrator concerning the administration of
14 the Settlement will be resolved by the Court under the laws of the State of
15 California. Before any such involvement of the Court, counsel for the
16 Parties will confer in good faith to resolve the disputes without the necessity
17 of involving the Court.

18 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
19 Packet shall state that Settlement Class members who wish to exclude
20 themselves from the Settlement must submit a written request for exclusion
21 by the Response Deadline. The written request for exclusion must state that
22 the Settlement Class Member wishes to exclude himself or herself from the
23 Settlement and (1) must contain the name, address, and the last four digits of
24 the Social Security number of the person requesting exclusion; (2) must be
25 signed by the Settlement Class member; (3) must be postmarked or fax
26 stamped by the Response Deadline and returned to the Settlement
27 Administrator at the specified address or fax telephone number; and (4)
28 contain a typewritten or handwritten notice stating in substance: "I wish to

1 opt out of the settlement of the class action lawsuit entitled *Munoz v.*
2 *AMTCR California, LLC.*, currently pending in the Superior Court for the
3 County of San Bernardino, Case No. CIV-DS2001914. I understand that by
4 requesting to be excluded from the settlement, I will receive no money from
5 the Settlement described in this Notice.” The request for exclusion will not
6 be valid if it is not timely submitted, if it is not signed by the Settlement
7 Class member, or if it does not contain the name and address and last four
8 digits of the Social Security number of the Settlement Class member. The
9 date of the postmark on the mailing envelope or fax stamp on the request for
10 exclusion shall be the exclusive means used to determine whether the
11 request for exclusion was timely submitted. Any Settlement Class member
12 who requests to be excluded from the Settlement Class will not be entitled to
13 an Individual Settlement Payment and will not be otherwise bound by the
14 terms of the Settlement or have any right to object, appeal or comment
15 thereon. However, any Settlement Class member that submits a timely
16 request for exclusion that is also a member of the Aggrieved Employees will
17 still receive their pro rata share of the PAGA Settlement, as specified below,
18 and in consideration, will be bound by the Release by the Aggrieved
19 Employees as set forth herein. Settlement Class members who fail to submit
20 a valid and timely written request for exclusion on or before the Response
21 Deadline shall be bound by all terms of the Settlement and any final
22 judgment entered in this Action if the Settlement is approved by the Court.
23 No later than fourteen (14) calendar days after the Response Deadline, the
24 Settlement Administrator shall provide counsel for the Parties with a final
25 list of the Settlement Class members who have timely submitted written
26 requests for exclusion. At no time shall any of the Parties or their counsel
27 seek to solicit or otherwise encourage members of the Settlement Class to
28 submit requests for exclusion from the Settlement.

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

25 M. Allocation of the Gross Settlement Amount. The Gross Settlement Amount shall be
26 inclusive of all payment for the PAGA Settlement, Class Counsel Award, Settlement
27 Administration Costs, Class Representative Service Award and Individual Settlement
28 Payments as follows:

1. PAGA Settlement. Fifty Thousand Dollars (\$50,000) 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 (\$37,500) to the California Labor and Workforce Development Agency no later than twenty-five (15) calendar days after the Effective Date (hereinafter “LWDA Payment”). Twenty-five (25%) of the PAGA Settlement (\$12,500) will be distributed to the Aggrieved Employees as described in this Agreement (hereinafter “Aggrieved Employee Payment”).
 - a) Calculation of Individual Aggrieved Employee Payments. Using the Class Data, the Settlement Administrator shall add up the total number of Workweeks for all Aggrieved Employees during the PAGA Period. The respective Workweeks for each Aggrieved Employee will be divided by the total Workweeks for all Aggrieved Employees, resulting in the “PAGA Payment Ratio” for each Aggrieved Employee. Each Aggrieved Employee’s PAGA Payment Ratio will then be multiplied by the Aggrieved Employee Payment to calculate each Individual Aggrieved Employee Payment.
 - b) Tax Allocation of Individual Aggrieved Employee Payments. For tax purposes, Individual Aggrieved Employee Payments shall be allocated and treated as 100% penalties and shall be reported on IRS Form 1099.
2. Class Counsel Award. Defendant understands a motion by Class Counsel for attorneys’ fees not to exceed one-third of the Gross Settlement Amount currently estimated to be Six Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$616,666.66) plus costs and expenses supported by declaration not to exceed Twenty-Five Thousand Dollars (\$25,000.00), from the Gross Settlement Amount will be filed. Any portion

1 of the requested Class Counsel Award that is not awarded to Class Counsel
2 shall be part of the Net Settlement Amount and shall be distributed to
3 Settlement Class Members as provided in this Agreement. The Settlement
4 Administrator shall allocate and pay the Class Counsel Award to Class
5 Counsel from the Gross Settlement Amount no later than five (5) calendar
6 days after the Effective Date. Class Counsel shall be solely and legally
7 responsible to pay all applicable taxes on the payment made pursuant to this
8 paragraph. The Settlement Administrator shall issue an IRS Form 1099 —
9 MISC to Class Counsel for the payments made pursuant to this paragraph.
10 In the event that the Court reduces or does not approve the requested Class
11 Counsel Award, Plaintiff and Class Counsel shall not have the right to
12 revoke the Settlement, or to appeal such order, and the Settlement will
13 remain binding.

14 3. Settlement Administration Costs. The Settlement Administrator shall be
15 paid for the costs of administration of the Settlement from the Gross
16 Settlement Amount. The estimate of the Settlement Administration Costs is
17 Twenty-Three Thousand (\$23,000.00) The Settlement Administrator shall be
18 paid the Settlement Administration Costs no later than twenty-five (25)
19 calendar days after the Effective Date.

20 4. Class Representative Service Award. In addition to the Individual
21 Settlement Payment to be paid to Plaintiff, Plaintiff will apply to the Court
22 for an award of not more than \$10,000 as the Class Representative Service
23 Award. Defendant does not presently intend to oppose a Class
24 Representative Service Award of no more than \$10,000 for Plaintiff. The
25 Settlement Administrator shall pay the Class Representative Service Award,
26 either in the amount stated herein if approved by the Court or some other
27 amount as approved by the Court, to Plaintiff from the Gross Settlement
28 Amount no later than ten (10) calendar days after the Effective Date. Any

1 portion of the requested Class Representative Service Award that is not
2 awarded to the Class Representative shall be part of the Net Settlement
3 Amount and shall be distributed to Settlement Class Members as provided in
4 this Agreement. The Settlement Administrator shall issue an IRS Form 1099
5 — MISC to Plaintiff for her Class Representative Service Award. Plaintiff
6 shall be solely and legally responsible to pay any and all applicable taxes on
7 their Class Representative Service Award and shall hold harmless the
8 Defendant from any claim or liability for taxes, penalties, or interest arising
9 as a result of the Class Representative Service Award. The Class
10 Representative Service Award shall be in addition to Plaintiff's Individual
11 Settlement Payment as a Settlement Class Member. Approval of this
12 Settlement shall not be conditioned on Court approval of the requested
13 amount of the Class Representative Service Award. In the event that the
14 Court reduces or does not approve the requested Class Representative
15 Service Award, Plaintiff shall not have the right to revoke the Settlement,
16 and it will remain binding.

17 5. Net Settlement Amount Allocation to the Non-exempt Class and the
18 Manager Class. The Net Settlement Amount shall be allocated ninety-five
19 percent (95%) to the Non-exempt Class ("Non-exempt Settlement
20 Allocation") and five percent (5%) to the Manager Class ("Manager
21 Settlement Allocation") and will be distributed as follows:

22 a) Settlement Payments for the Non-exempt Class. Non-Exempt
23 Settlement Payments shall be paid from the Non-exempt Settlement
24 Allocation portion of the Net Settlement Amount. Using the Class
25 Data, the Settlement Administrator shall add up the total number of
26 Workweeks for all Non-exempt Class members. The respective
27 Workweeks for each Non-exempt Class member will be divided by
28 the total Workweeks for all Non-exempt Class members, resulting in

1 the Payment Ratio for each Non-exempt Class member. Each Non-
2 exempt Class members' Payment Ratio will then be multiplied by the
3 Non-exempt Settlement Allocation to calculate each Non-exempt
4 Class member's estimated Non-exempt Settlement Payment. Each
5 individual Non-exempt Settlement Payment will be reduced by any
6 legally mandated employee tax withholdings (e.g., employee payroll
7 taxes, etc.). Non-exempt Settlement Payments for Non-exempt Class
8 members who submit valid and timely requests for exclusion will be
9 redistributed to the Non-exempt Class members who do not submit
10 valid and timely requests for exclusion on a pro rata basis based on
11 their respective Payment Ratios.

- 12 b) Settlement Payments for the Manager Class. Manager Settlement
13 Payments shall be paid from the Manager Settlement Allocation
14 portion of the Net Settlement Amount. Using the Class Data, the
15 Settlement Administrator shall add up the total number of
16 Workweeks for all Manager Class members. The respective
17 Workweeks for each Manager Class member will be divided by the
18 total Workweeks for all Manager Class members, resulting in the
19 Payment Ratio for each Manager Class member. Each Manager
20 Class members' Payment Ratio will then be multiplied by the
21 Manager Settlement Allocation to calculate each Manager Class
22 member's estimated Manager Settlement Payment. Each individual
23 Manager Settlement Payment will be reduced by any legally
24 mandated employee tax withholdings (e.g., employee payroll taxes,
25 etc.). Manager Settlement Payments for Manager Class members
26 who submit valid and timely requests for exclusion will be
27 redistributed to the Manager Class members who do not submit valid
28

1 and timely requests for exclusion on a pro rata basis based on their
2 respective Payment Ratios.

3 c) Allocation of Non-exempt Settlement Payments and Manager
4 Settlement Payments. For tax purposes, Non-exempt Settlement
5 Payments and Manager Settlement Payments shall be allocated and
6 treated as follows: 15% as wages (“Wage Portion”); 85% as non-
7 wage damages, premiums, and interest (“Non-Wage Portion”). The
8 Wage Portion is subject to wage withholdings and shall be reported
9 on IRS Form W-2. The Non-Wage Portion shall not be subject to
10 wage withholdings and shall be reported on IRS Form 1099.

11 6. Mailing. Individual Settlement Payments shall be mailed by regular First-
12 Class U.S. Mail to Settlement Class Members’ last known mailing address
13 no later than fifteen (15) calendar days after the Effective Date.

14 7. Expiration. Any checks issued to Settlement Class Members shall remain
15 valid and negotiable for one hundred and eighty (180) days from the date of
16 their issuance. If a Settlement Class Member does not cash his or her
17 settlement check within 90 days, the Settlement Administrator will send a
18 letter to such persons, advising that the check will expire after the 180th day,
19 and invite that Settlement Class Member to request reissuance in the event
20 the check was destroyed, lost or misplaced. In the event an Individual
21 Settlement Payment check has not been cashed within one hundred and
22 eighty (180) days, all funds represented by such uncashed checks, plus any
23 interest accrued thereon, shall be distributed to the Children Advocacy
24 Institute in accordance with California Code of Civil Procedure Section 384
25 in the name of the Settlement Class Member and the Settlement Class
26 Member will remain bound by the Settlement. Neither Class Counsel nor
27 Defense Counsel have any interest, pecuniary or otherwise, in the Children
28 Advocacy Institute.

1 N. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
2 the Court a Motion for Order Granting Final Approval and Entering Judgment,
3 within twenty-eight (28) days following the expiration of the Response Deadline,
4 which motion shall request final approval of the Settlement and a determination of
5 the amounts payable for the Class Representative Service Award, the Class Counsel
6 Award, the PAGA Settlement, and the Settlement Administration Costs.

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

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

20 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
21 an opportunity for Counsel for Defendant to review the Motions for Preliminary and
22 Final Approval, including the Order Granting Final Approval of Class Action
23 Settlement, and Judgment before filing with the Court. The Parties and their counsel
24 will cooperate with each other and use their best efforts to affect the Court's approval
25 of the Motions for Preliminary and Final Approval of the Settlement, and entry of
26 Judgment.

27 O. Cooperation. The Parties and their counsel will cooperate with each other and use
28 their best efforts to implement the Settlement.

- 1 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
2 except such proceedings necessary to implement and complete the Settlement,
3 pending the Final Approval/Settlement Fairness Hearing to be conducted by the
4 Court
- 5 Q. Amendment or Modification. This Agreement may be amended or modified only by
6 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 7 R. Entire Agreement. This Agreement and attached Exhibit constitute the entire
8 Agreement among these Parties, and no oral or written representations, warranties or
9 inducements have been made to any Party concerning this Agreement or its Exhibit
10 other than the representations, warranties and covenants contained and memorialized
11 in this Agreement and its Exhibit.
- 12 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant
13 and represent they are expressly authorized by the Parties whom they represent to
14 negotiate this Agreement and to take all appropriate Action required or permitted to
15 be taken by such Parties pursuant to this Agreement to effectuate its terms, and to
16 execute any other documents required to effectuate the terms of this Agreement. The
17 persons signing this Agreement on behalf of Defendant represents and warrants that
18 he/she is authorized to sign this Agreement on behalf of Defendant. Plaintiff
19 represents and warrants that she is authorized to sign this Agreement and that she has
20 not assigned any claim, or part of a claim, covered by this Settlement to a third-party.
- 21 T. Binding on Successors and Assigns. This Agreement shall be binding upon, and
22 inure to the benefit of, the successors or assigns of the Parties, as previously defined.
- 23 U. California Law Governs. All terms of this Agreement and the Exhibit and any
24 disputes shall be governed by and interpreted according to the laws of the State of
25 California.
- 26 V. Counterparts. This Agreement may be executed in one or more counterparts. All
27 executed counterparts and each of them shall be deemed to be one and the same
28

instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts.

W. 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.

X. 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 judgments 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 judgments entered in connection with this Agreement.

Y. 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.

Z. No Publication, Publicity, Advertising: The Parties agree that there will be no publication, publicity, marketing, posting, or advertising of the terms of the Parties' Settlement, as the terms are desired to be confidential other than as required to be reported to the Court and the involved parties, and as the Parties wish to buy their peace. Required filings with and/or notices to and from the courts or public agencies are acceptable.

AA. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently intend to pursue any claims against the Defendant, including, but not limited to, any and all claims relating to or arising from Plaintiff's or any Settlement Class member's employment with Defendant, regardless of whether Class Counsel is currently aware of any facts or legal theories upon which any claims or causes of action could be brought against Defendant, including those facts or legal theories

alleged in the operative complaint in this Action. The Parties further acknowledge, understand and agree that this representation is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.

BB. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this settlement only.

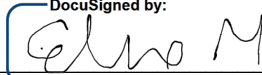
CC. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the Released Claims have merit and give rise to liability on the part of Defendant. Defendant has claimed and continues to claim that the Released Claims have no merit and do not give rise to liability. This Agreement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

DD. No Effect on Employee Benefits. Amounts paid to Plaintiff, the Class Representative, or Settling Class Members pursuant to this Settlement Agreement do not count as earnings or compensation for purposes of any benefits provided or sponsored by Defendant.

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

DATED: 3/17/2021

ELAINE MUNOZ

DocuSigned by:

 2664FC5EEC5944D...

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: _____

AMTCR CALIFORNIA, LLC

1 alleged in the operative complaint in this Action. The Parties further acknowledge,
2 understand and agree that this representation is essential to the Agreement and that
3 this Agreement would not have been entered into were it not for this representation.

4 BB. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
5 class certification for purposes of this settlement only.

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

16 DD. No Effect on Employee Benefits. Amounts paid to Plaintiff, the Class
17 Representative, or Settling Class Members pursuant to this Settlement Agreement
18 do not count as earnings or compensation for purposes of any benefits provided or
19 sponsored by Defendant.

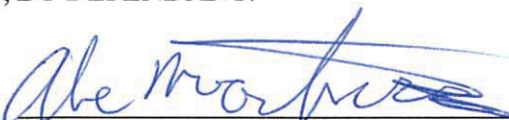
20
21 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

22 DATED: _____

23 ELAINE MUNOZ

24
25 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

26 DATED: 3-17-21

27 

28 AMTCR CALIFORNIA, LLC

1 ABE Martinez
2 Printed Name
3 President
4 Title

5 IT IS SO AGREED AS TO FORM BY COUNSEL:

6
7 DATED: March 17, 2021

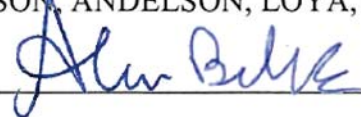
JCL LAW FIRM, A.P.C.
ZAKAY LAW GROUP, APLC

8
9 By: 

10 Attorneys for the Named Plaintiff and the Plaintiff
11 Class

12 DATED: March 17, 2021

ATKINSON, ANDELSON, LOYA, RUDD & ROMO

13 By: 

14 Attorneys for Defendant
15
16
17
18
19
20
21
22
23
24
25
26
27
28