

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

Eduardo Garcia (State Bar #290572)

3990 Old Town Avenue, Suite C204

San Diego, CA 92110

Telephone: (619) 599-8292

Facsimile: (619) 599-8291

jlapuyade@jcl-lawfirm.com

egarcia@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

Jackland K. Hom (State Bar #327243)

3990 Old Town Avenue, Suite C204

San Diego, CA 92110

Telephone: (619) 255-9047

Facsimile: (858) 404-9203

shani@zakaylaw.com

jackland@zakaylaw.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

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

Plaintiffs,

vs.

AMTCR CALIFORNIA, LLC, a California
limited liability company, and Does 1 through
50, Inclusive,

Defendants.

Case No: CIV-DS2001914

**DECLARATION OF SHANI O. ZAKAY
IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing Date: August 24, 2021

Hearing Time: 10:00 a.m.

Department S-26

I, SHANI O. ZAKAY, declare as follows:

1. I am the managing partner of the law firm of Zakay Law Group, APC, co-lead counsel of record for Plaintiff Elaine Munoz ("Plaintiff") in this matter. As such, I am fully familiar with the facts, pleadings and history of the matter. The following facts are within my own personal knowledge, and if called as a witness, I could testify competently to the matters stated herein. This declaration is being submitted in support of the Motion for Final Approval of the Class Settlement by Plaintiff.

2. Over the course of the litigation during the last year and a half, a number of attorneys from four firms have worked on this matter. The credentials of counsel Zakay Law Group, APC are reflected in the firm's resume, a true and correct copy of which is attached hereto as Exhibit #1. Some of the major cases the firm has undertaken are also set forth in Exhibit #1. The credentials and list of major cases of the JCL Law Firm, APC are reflected in the concurrently filed Declaration of Jean-Claude Lapuyade, Esq. The attorneys involved in this matter at Zakay Law Group, APC and The JCL Law Firm, APC have had substantial class litigation experience, mostly in the area of employment class actions, unfair business practices and other complex litigation. These attorneys have extensive experience in cases involving labor code violations and wage and hour claims. Class Counsel has litigated similar wage and hour cases against other employers on behalf of employees. Class Counsel have been approved as experienced class counsel during contested motions in state and federal courts throughout California. It is this level of experience which enabled the firm to undertake the instant matter and to successfully combat the resources of the defendants and their capable and experienced counsel.

3. Summary of the Proposed Settlement

a. A true and correct copy of the Class Action Settlement Agreement (hereinafter the "Agreement") is attached hereto as Exhibit #2.¹ Plaintiff and Defendant AMTCR California, LLC ("Defendant") reached a full and final Settlement of the above-captioned action, which is embodied in the Agreement filed concurrently with the Court. As consideration for this Settlement, Defendant has agreed to pay the all-in, non-reversionary amount of One Million Eight Hundred and Fifty Dollars (\$1,850,000) ("Gross Settlement Amount"). The Gross Settlement Amount includes all Settlement Shares to Participating Class Members, the Class Representative Service Payments to Plaintiff, Settlement Administration Expenses, the PAGA Payment, and Court-approved attorneys' fees and costs. Defendant will separately pay the employer's share of payroll taxes to the qualified settlement fund, per the Agreement. (Agreement at ¶ I(N)).

¹ Capitalized terms are defined in the Agreement.

- b. The Gross Settlement Amount is allocated as follows: \$1,700,000 to the Non-Exempt Sub-Class, \$100,000 to the Manager Sub-Class, and \$50,000 towards PAGA penalties. The Net Settlement Amount is estimated to be \$1,137,833.33. Therefore, the Net Settlement Amount for the Non-Exempt Class will be \$1,080,941.66, and the Net Settlement Amount for the Manager Class will be \$56,891.66. The relief provided in the settlement will benefit all members of the two Classes. The settlement does not grant preferential treatment to Plaintiff or segments of the Class in any way. Payments to the Class Members are all determined under a neutral methodology. All Class Members will receive the same opportunity to participate in and receive payment through a neutral formula that is based upon the weeks worked for that individual. The Net Settlement Amount shall equal the net amount available for Settlement shares to Participating Class Members from the Gross Settlement Amount after deducting the Court-approved amounts for the Class Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the PAGA Payment, and the fees and expenses of the Settlement Administrator. (Agreement at ¶I(R)). The Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The submission of a claim form is not required to be paid. The Settlement Share for each Participating Class Member will be calculated based on the ratio of the Total Weeks Worked by the entire Sub-Class to the Individual Weeks Worked by each Sub-Class Member, calculated by dividing the Individual Weeks Worked by the Total Weeks Worked and multiplying this result by the Net Settlement Proceeds for each Sub-Class. The entire Net Settlement Fund shall be distributed.
- c. Class Members were sent the Court-approved Class Notice, using the procedure approved by the Court, by mailing the notice packets after updating class members' addresses using the National Change of Address database and, for any notice packets returned as undeliverable, re-mailing such notices to any forwarding address provided or updated address located through skip tracing. (Agreement at ¶ III(L)(4)). Class

Members were provided with the opportunity to exclude themselves (“opt out”) if they did not want to participate in the Settlement. (Agreement at ¶ III(L)(7)). Class Members who did not “opt out” are deemed Participating Class Members who are bound by the Settlement and will be mailed a settlement payment. (Agreement at ¶ III(L)(7)). The Class Notice also advised Class Members of their right to object to the Settlement. (Agreement at ¶ III(L)(8). This notice process is documented in the accompanying Declaration of Lluvia Islas (the Settlement Administrator).

4. If a Participating Class Member’s Settlement Share check is not cashed within 180 days after its last mailing to the Participating Class Member, the funds from such uncashed checks will be paid to Children Advocacy Institute in the name of the Class Member from whom the funds are designated. (Agreement at ¶ III(M)(7)).
5. The Agreement provides for Class Counsel to be awarded a sum not to exceed 1/3 of the Gross Settlement Amount as their Class Counsel Fees Payment. (Agreement at ¶ III(F)). Class Counsel will also be allowed to apply separately for an award of litigation expenses in an amount not to exceed \$25,000. (Agreement at ¶ III(F)). **In support of this request, Class Counsel is providing evidentiary support, including lodestar, in the declarations submitted concurrently herewith.** The Agreement provides for payment of Class Representative Service Payment of no more than \$10,000 for Plaintiff, or such lesser amount as may be approved by the Court in compensation for his services. (Agreement at ¶ III(I)). Defendant does not oppose a motion for approval of attorneys’ fees, costs and a service award consistent with the Agreement.
6. The Parties allocated the total amount of \$50,000 from the Gross Settlement Amount for settlement of civil penalties under PAGA, Labor Code Section 2698 et seq. Pursuant to the requirements of Labor Code §2699(i) the PAGA Payment shall be allocated \$37,500 to the LWDA (the “LWDA Payment” or the “PAGA Payment”) as the LWDA’s share of the settlement of civil penalties and \$12,500 to the Net Settlement Amount for distribution to the Participating Class Members. (Agreement at ¶ III(W)).

1 7. The Settlement was reached through arm's length negotiations. On January 11, 2021, the
2 Parties participated in an all-day mediation presided over by Hon. Carl West (Ret.), a
3 respected and experienced jurist and mediator of wage and hour class actions. Prior to the
4 mediation, the Parties prepared for the mediation by exchanging significant records and data,
5 calculating damages, and submitting mediation briefs to the Mediator. Defendant provided
6 Class Counsel with necessary records and information for the members of the Class.
7 Defendant produced a sample consisting of pay records and time records for the Class
8 Members for the entire Class Period. Defendant also produced Defendant's relevant
9 employment policies, including compensation policies and timekeeping policies. Plaintiff
10 analyzed the data and prepared and submitted a mediation brief to Judge West. At the
11 conclusion of the mediation, the Parties were able to reach an agreement to settle the Action
12 based on Judge West's mediator proposal. As a result, the Parties entered into an agreement
13 in the form of a Memorandum of Understanding. The Parties then prepared the full
14 Agreement which was signed by the Parties and received preliminary approval from the Court
15 by Order dated April 14, 2021.

16 8. The Settlement is fair, adequate and reasonable to the Class and should be finally approved for
17 the same reasons the Court granted preliminary approval to the Settlement, finding that it is
18 fair, adequate, and reasonable as to all potential Class Members. In sum, this Settlement
19 valued at \$1,850,000 is an excellent result for the Class. This result is particularly favorable
20 in light of the fact that liability in this case was far from certain in light of the defenses
21 asserted by Defendant. There have been no objections and no opt outs. Given the
22 complexities of this case, the defenses asserted, the uncertainty of class certification, along
23 with the uncertainties of proof at trial and appeal, the proposed Settlement is fair, reasonable
24 and adequate, and should be finally approved.

25 9. **Procedural Status of the Settlement** - The Court preliminarily approved the
26 Agreement via its Preliminary Approval Order dated April 14, 2021 ("Preliminary Approval
27 Order"); and pursuant to the Preliminary Approval Order the approved Class Notice has been
28 disseminated to the Class. On May 20, 2021, the Settlement Administrator mailed the Court-

1 approved Class Notice to the Class Members, which provided each Class Member with the terms
2 of the Settlement, including notice of the claims at issue and the financial terms of the settlement,
3 including the attorneys' fees, costs, and service awards that were being sought, how individual
4 settlement awards would be calculated, and the specific, estimated payment amount to that
5 individual. In disseminating the Class Notice, the Settlement Administrator followed the notice
6 procedures authorized by the Court in its Preliminary Approval Order. Significantly, there have
7 been no objections and a no opt outs. (See Declaration of Lluvia Islas at ¶¶11-12.) As a result,
8 the entire Class has elected to participate in the Settlement and will be sent a settlement check.
9 The final administration results are documented in the accompanying Declaration of Lluvia Islas.

10 10. **Description of Plaintiff's Claims** - The Action generally alleges that Plaintiff and
11 other non-exempt employees of Defendant were not paid for all time worked and did not receive
12 off-duty meal and rest periods in accordance with California law and did not receive accurate
13 wage statements. The Action further alleges that Plaintiff and other employees of Defendant
14 working in the Manager position were misclassified as exempt. The Action seeks unpaid wages,
15 penalties, civil penalties, attorney fees, litigation costs, and any other equitable or legal relief
16 allegedly due and owing to Plaintiff and the other Class Members by virtue of the foregoing
17 claims.

18 11. **Procedural History of the Litigation**

19 a. Plaintiff Elaine Munoz initially filed this putative class action on January 1, 2020,
20 alleging Defendant failed to pay its non-exempt employees all minimum and overtime
21 wages, failed to provide meal periods and rest periods, failed to provide accurate
22 itemized wage statements, failed to pay all wages due upon separation of employment,
23 misclassified a number of store managers, and unfair business practices. Declaration
24 of Shani O. Zakay in Support of Motion for Preliminary Approval of Class Action
25 Settlement. On August 25, 2020, Munoz filed a First Amended Complaint adding a
26 claim for penalties pursuant to PAGA. Id. On or around October 5, 2020, Defendant
27 filed an answer.
28

b. Class Counsel has conducted a thorough investigation into the facts of the class action. Class Counsel has diligently evaluated the Class Members' claims against Defendant. Class Counsel engaged in formal discovery with Defendant when the Parties agreed to attend mediation. Furthermore, as part of the agreement to mediate the case, Defendant agreed to produce to Plaintiff the documents and data Class Counsel requested and needed for the mediation. Defendant produced a sample consisting of pay records and time records for the Class Members for the entire Class Period. Defendant also produced Defendant's relevant employment policies, including compensation policies and timekeeping policies. Class Counsel conducted extensive review of time records and data. Based on the foregoing data and their own independent investigation, evaluation and experience, Class Counsel believe that the settlement with Defendant on the terms set forth in the Agreement is fair, reasonable, and adequate and are in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, the defenses asserted by Defendant, and potential appellate issues.

12. History of Settlement Discussion

- a. This Settlement was the result of arm's-length negotiations as well as formal and informal settlement conferences between the Parties through their respective attorneys. After comprehensive legal and factual analysis, Class Counsel possessed sufficient information for intelligent evaluation of the case for purposes of settlement. Prior to the initiation of settlement discussions, Class Counsel reviewed and outlined the case based upon the information for the Class, and determined the conditions of settlement which would be fair and reasonable to the Class with the assistance of an expert. Class Counsel was experienced in the types of settlement appropriate to resolve these wage and hour claims on behalf of employees.
- b. On January 11, 2021, the Parties participated in an all-day mediation presided over by Hon. Carl West (Ret.), a respected and experienced jurist and mediator of wage and hour class actions. Prior to the mediation, the Parties prepared by exchanging data,

1 calculating damages, and submitting mediation briefs to the Mediator. Plaintiff
2 analyzed the data and prepared and submitted a mediation brief to Judge West. At the
3 conclusion of the mediation, the Parties were able to reach an agreement to settle the
4 Action. As a result, the Parties entered into an agreement in the form of a
5 Memorandum of Understanding. The Parties then prepared the full Agreement, which
6 was signed by all counsel. Plaintiff and Class Counsel believe that this Settlement is
7 fair, reasonable, and adequate.

8 c. The Order dated April 14, 2021 preliminarily approved the Class Settlement contained
9 in the Agreement as fair, reasonable and adequate.

10 d. Plaintiff and Class Counsel believe that this settlement is fair, reasonable and adequate.
11 In my judgment as experienced Class Counsel, this Settlement should be finally
12 approved.

13 **13. The Outcome of this Case would Have Been Uncertain and Fraught with Risks**

14 a. Here, a number of defenses asserted by Defendants presented serious threats to the
15 claims of the Plaintiffs and the other Class Members. Defendants asserted that the
16 employment practices complied with all applicable Labor Laws.

17 b. The meal period claim was potentially worth about \$763,658.31², as Plaintiff contends
18 the time punch records evidenced that Defendant's meal period policies and/or
19 practices resulted in Class Members taking their meal periods after the required time,
20 and/or worked through their meal periods. However, Defendant denied the preceding
21 and could have provided declarations from Class Members, for example, stating that
22 they voluntarily chose, and desired, to take their meal periods at a later time or work
23 through their meal periods. Thus, the meal period claim was discounted to account for
24 the potential for only a small recovery.

25 c. The rest break claim was potentially worth about \$2,187,902.10³, but it would have
26 mainly relied on Class Member testimony, making it a riskier claim at class

27 ² This number includes \$627,098.31 for the Non-Exempt Sub-Class and \$136,560.00 for the Manager Sub-Class.

28 ³ This number includes \$2,051,342.10 for the Non-Exempt Sub-Class and \$136,560.00 for the
Manager Sub-Class

1 certification and liability stages. Defendant likely would have argued that only a small
2 number of Class Members actually missed any of their rest breaks. Defendant likely
3 would have also argued that, pursuant to recent California decisions, a rest break
4 policy which requires employees to remain on the premises is not unlawful, unless it
5 also results in employees remaining *on-duty* for their rest breaks. Certification likely
6 would have required depositions of Class Members who provided declarations, and
7 Defendant surely would have obtained opposing declarations stating either rest breaks
8 were taken off the premises and duty-free, or rest breaks were voluntarily waived. *See,*
9 *e.g., Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan. 17, 2013) 2013 WL 210223, at *11
10 (“Because of the competing testimony before the Court, plaintiff’s evidence that
11 defendant may have an illegal, written rest break policy is insufficient for this Court to
12 find that common issues predominate.”); *Villa v. United Site Servs. of California, Inc.*
13 (N.D. Cal. Nov. 13, 2012) 2012 WL 5503550, at *8 (“Indeed, Plaintiff’s own evidence
14 confirms that the written policy does not generate uniform practices.”). Accordingly,
15 the rest break claim was heavily discounted in Plaintiff’s valuation of the case.

- 16 d. The unpaid wage claims were potentially worth approximately \$1,377,388.50⁴ but,
17 with respect to the Non-Exempt Sub-Class, was based entirely on Plaintiff’s argument
18 that some Class Members had to work off-the-clock during what was supposed to be
19 their meal break. Therefore, this claim was derivative of the meal break claim
20 addressed above, and subject to the same significant defenses and obstacles. With
21 respect to the Manager Sub-Class, these claims were based on Plaintiff’s argument that
22 managers were misclassified as exempt, and earned a salary without compensation for
23 overtime hours worked. Therefore, that claim was wholly dependent on Plaintiff’s
24 ability to prove misclassification. Thus, the unpaid wages claim was discounted to
25 account for the potential for only a small recovery.

26
27
28 ⁴ This number includes \$558,028.50 for the Non-Exempt Sub-Class and \$819,360.00 for the
Manager Sub-Class

- 1 e. Plaintiff’s Counsel also considered the arguable presence of various penalties and
2 weighed the potential recoveries against probable defenses. Specifically, Defendant
3 could argue that Plaintiff could not prove the “willful” prong needed to obtain waiting
4 time penalties under Cal. Lab. Code § 203. Defendant could further argue that
5 Plaintiff could not recover waiting time penalties based on the meal and rest break
6 claims, because those carry premiums, which do not constitute unpaid wages for
7 purposes of Cal. Lab. Code § 203. Additionally, Defendant could argue that Plaintiff
8 could not show that Class Members suffered an “injury” as a result of wage statement
9 violations, as required by Cal. Lab. Code § 226. Although the Class arguably could
10 have seen a payout of nearly \$7 million for these penalties if Plaintiff prevailed on
11 every penalty claim, Plaintiff would not recover any derivative penalties if they failed
12 to prove the underlying claims. Moreover, Plaintiff would have to overcome damaging
13 precedent to prove the Class deserved the penalties. *See, e.g., Howard v. CVS*
14 *Caremark Corp.*, 2014 U.S. Dist. LEXIS 172406 (C.D. Cal. Dec. 9, 2014) (denying
15 class certification for the same penalty claims); *Alonzo v. Maximus, Inc.*, 832 F. Supp.
16 2d 1122, 1134-1137 (C.D. Cal. 2011) (finding insufficient evidence of bad faith or
17 actual injury). Plaintiff could not give the penalty claims great weight given that, in
18 large part, they depended on proving the underlying claims, which had their own risks.
- 19 f. There was also a significant risk that, if the Action was not settled, Plaintiff would be
20 unable to obtain class certification and thereby not recover on behalf of any employee
21 other than themselves. Defendant argued that the individual experience of each
22 employee varied with respect to the alleged claims. While other cases have approved
23 class certification of wage and hour claims, class certification in this action would have
24 been hotly disputed and was by no means a foregone conclusion. Finally, even if class
25 certification was successful, as demonstrated by the California Supreme Court decision
26 in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are significant
27 hurdles to overcome for a class-wide recovery even where the class has been certified.
28

- 1 g. Plaintiff and Class Counsel recognize the expense and length of continuing to litigate
2 and trying the Action against Defendant through possible appeals which even if
3 successful could take several years. Class Counsel has also taken into account the
4 uncertain outcome and risk of litigation, especially in complex actions such as this
5 Action. Class Counsel are also mindful of and recognize the inherent problems of
6 proof under, and alleged defenses to, the claims asserted in the Action. As
7 demonstrated by the decision in *Duran*, the complexities and duration of further
8 litigation cannot be overstated. There is little doubt that Defendant would post a bond
9 and appeal in the event of an adverse judgment. A post-judgment appeal by Defendant
10 would have required many more years to resolve, assuming the judgment was
11 affirmed. If the judgment was not affirmed in total, then the case could have dragged
12 on for years after the appeal. The benefits of a guaranteed recovery today outweigh an
13 uncertain result three or more years in the future. Moreover, post-trial motions and
14 appeals would have been inevitable. Costs would have mounted and recovery would
15 have been delayed if not denied, thereby reducing the benefits of an ultimate victory.
16 Plaintiff and Class Counsel believe that the Settlement confers substantial benefits
17 upon the Class. Based upon their evaluation, Plaintiff and Class Counsel have
18 determined that the Settlement set forth in the Agreement is in the best interest of the
19 Class Members.
- 20 h. In sum, the Settlement is a fair and reasonable result, and provides the Class with a
21 significant recovery, particularly when viewed in light of the fact that Defendant
22 asserted serious and substantial defenses both to liability and to class certification.
23 Given the complexities of this case, the defenses, along with the uncertainties of proof
24 and appeal, the proposed Settlement is fair, reasonable and adequate, and should be
25 finally approved.
- 26 i. It is impossible to predict with certainty whether, under the facts of this case, Plaintiff
27 would prevail against the Defendants' factual and legal defenses. While Plaintiff and
28 Class Counsel believe in the merits of the claims, Defendant has asserted real and

substantial defenses to these claims and to class certification. Settlement in this case clearly benefits the Class when measuring the strengths of Plaintiff's case and the risk of establishing class wide liability and damages.

14. The Result Achieved by this Litigation and Settlement

a. The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses to Plaintiff's claims. As detailed during preliminary approval, the Gross Settlement Amount compares favorably to the value of the claims. Class Members will receive immediate and certain payments of considerable amounts under the Settlement. The overall maximum and average Participating Non-Exempt Class Member allocations are estimated to be \$2,953.85 and \$550.50 respectively (Decl. Islas at ¶ 14). The overall maximum and average Participating Manager Class Member allocations are estimated to be \$6,730.91 and \$4,328.21 respectively (Decl. Islas at ¶ 14).

b. Faced with the serious doubts as to recovery, the Settlement of \$1,850,000 plus the employer's share of payroll taxes compares favorably to the damage estimates alleged to have been suffered by the Class. Considered as a whole, the \$1,850,000 represents **42.6%** of the total potential *damages* identified by Plaintiff's expert. Additionally, the Gross Settlement Amount represents **16.2%** of the total *damages and statutory penalties* identified by Plaintiff's expert, which Class Counsel calculated to be approximately \$11,329,000. Given the amount of the settlement as compared to the potential value of claims in this case, the settlement is fair and reasonable.

15. Given the uncertainty of litigation and the value of the claims alleged, the Settlement amount of \$1,850,000 is certainly reasonable, and the goal of this litigation has clearly been met.

16. Prior to the filing of this motion, Class Counsel submitted a copy of the Settlement Agreement to the LWDA through its online filing system. A true and correct copy of the confirmation I received after submitting the Settlement Agreement to the LWDA is attached hereto as **Exhibit 3**.

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct. Executed this 2nd day of August, 2021, at San Diego, California.

3 By: 
4 Shani O. Zakay
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

Zakay Law Group, APC
3990 Old Town Ave. Suite C204
San Diego, California 92110
Telephone: (619) 255-9047
Fax: (858) 404-9203

1. Firm Practice Areas:

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

2. Attorney Shani O. Zakay Biography:

• **PRACITCE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

• **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)
United States District Court of California (all courts)
United States District Court of Indiana for the Northern District
United States Court of Appeals for the 9th Circuit

• **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Founder, April 2018

SILLDORF LAW, LLP, San Diego, CA (now known as Berding & Weil)
Partner, January 2012 – March 2018

• **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *magna cum laude*, April 2011

Honors: Dean's List: Spring 2009, Fall 2009, Spring 2010, Fall 2010, Spring 2011.

Academic Achievement Awards: Advanced Legal Research, Constitutional Law II, Criminal Procedure, Insurance Law & Litigation, Law Office Technologies, Property II, Products Liability, Trusts & Estates.

Activities: Associate Editor, *California Western Law Review*
Legal Skills Honor Instructor for Professor Leslie Culver
Vice President, Jewish Student Union

SAN DIEGO STATE UNIVERSITY, San Diego, CA

Bachelor of Science, Business Administration, Management, *cum laude*, May 2008

Honors: Dean's List: Spring 2007 and Fall 2007

- **COMMUNITY SERVICE**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Spring 2016, 2018
Moot Court Judge

COMMUNITY LAW PROJECT, San Diego, CA
October 2018 – Present
Volunteer Attorney on Employment Matters

3. **Attorney Jackland K. Hom Biography:**

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation.

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)
United States District Courts of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Associate, January 2021 - present

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP, San Diego, CA
Associate, November 2019 – September 2020

- **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Juris Doctor, April 2019

Honors: Dean's List: Fall 2017, Spring 2018.

Academic Achievement Awards: Advanced Prosecution Function.

Activities: Senior Editor, *California Western Law Review*
President, Asian Pacific American Law Students Association

UNIVERSITY OF CALIFORNIA, RIVERSIDE, Riverside, CA
Bachelor of Arts: Political Science, English Literature, June 2015
Honors: Dean's List

4. Class Action & Representative Cases:

1. Hubscher v. Bodyspirit, LLC

Court	San Diego
Case No.	37-2016-00021261-CU-OE-CTL
Nature	Independent Contractor Misclassification
Status	Settled

2. Henry v. InMotion Entertainment Group, LLC

Court	San Francisco
Case No.	CGC-18-565643
Nature	Meal/Rest Break claims and overtime and regular rate claims
Status	Settled

3. Moore v. Zirx Transportation

Court	San Francisco
Case No.	CGC-18-566655
Nature	Independent Contractor Misclassification
Status	Settled

4. Pasallo v. GSG Protective Services

Court	San Diego
Case No.	37-2018-00037611-CU-OE-CTL
Nature	Meal/Rest Break claims
Status	Settled

5. Villaroman v. C.C.H.C.

Court	Orange County
Case No.	30-2018-01013128-CU-OE-CXC
Nature	Meal/Rest Break claims
Status	Settled

6. Flores v. Plastic Express

Court	Los Angeles
Case No.	BC719071
Nature	Meal/Rest Break and minimum wage claims
Status	Settled

7. Tressler v. Spoonful Management

Court	Los Angeles
Case No.	BC719405
Nature	Meal/Rest Break claims
Status	Settled

8. Leymaster v. Toms Sierra Company, Inc.

Court	Placer
Case No.	SCV0041735
Nature	Meal/Rest Break claims and overtime and regular rate claims
Status	Settled

9. Murphy v. Rockler Retailer Group, Inc.

Court	Sacramento
Case No.	34-2018-00241374
Nature	Overtime and regular rate claims and wrongful termination
Status	Settled

10. Bruemmer v. Tempur Retail Stores, LLC.

Court	Marin
Case No.	CIV1803646
Nature	Overtime and regular rate claims and wrongful termination
Status	Settled

11. Christina Cummings v. G6 Hospitality, LLC

Court	San Diego
Case No.	37-2018-00056207-CU-OE-CTL 19CV122 GPC LL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

12. Nicolai Laguatan v. Prevent LSS

Court	San Diego
Case No.	37-2018-00057434-CU-OE-CTL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

13. Lisa Ramirez v. Carefusion Resources, LLC

Court	San Diego
Case No.	37-2018-00058078-CU-OE-CTL 3:18-CV-02852-BEN-MSB
Nature	Overtime and Meal and Rest Breaks
Status	Settled

14. Charles Ornelas v. C&A Transportation Services

Court	San Diego
Case No.	37-2018-00061289-CU-OE-CTL
Nature	Minimum Wage and Meal/Rest Break claims
Status	Settled

15. Luz Marin v. California Marine Cleaning

Court	San Diego
Case No.	37-2018-00063483-CU-OE-CTL
Nature	Meal Break claims
Status	Settled

16. Christian Van Cleave v. Sunrise Senior Living Management

Court	San Diego
Case No.	37-2018-00061960-CU-OE-CTL 19CV0044BEN NLS
Nature	Regular rate and meal premium miscalculation
Status	Settled

17. Heather McIntyre v. JRR Enterprises

Court	Sacramento
Case No.	34-2019-00251220
Nature	Overtime and Meal and Rest Periods
Status	Settled

18. Lori Phipps v. Soapy Joe's

Court	San Diego
Case No.	37-2019-00017673-CU-OE-CTL
Nature	Tip Polling and Meal and Rest Periods
Status	Settled

19. Heather Broughton v. NFG San Francisco, LLC

Court	San Francisco
Case No.	CGC-19-574657
Nature	Meal and Rest Breaks
Status	Settled

20. Marcos Antonios v. Interface Rehab, LLC

Court	Orange County
Case No.	30-2019-01067547-CU-OE-CXC
Nature	Meal and Rest Breaks and Reporting Time Violations
Status	Settled

21. Tiffany Rodriguez v. Circle K

Court	Riverside
Case No.	RIC 1901407 5:19-cv-00469
Nature	Overtime Wage and Meal/Rest Break claims
Status	Settled

22. Derik Scott et al. v. Ultimate Performance

Court	Los Angeles
Case No.	19STCV22823
Nature	Piece Rate Pay violations
Status	Settled

23. Raymond Frazier v. Asa Carlton

Court	San Diego
Case No.	37-2019-00036147-CU-OE-CTL
Nature	Overtime Wages
Status	Settled

24. John Moreno v. Da Kitchen

Court	San Diego
Case No.	37-2019-00024885-CU-OE-CTL
Nature	Overtime Wage and Meal/Rest Break claims
Status	Settled

25. Penny Lane v. International Aero Clubs, LLC

Court	San Diego
Case No.	37-2019-00021793-CU-OE-CTL
Nature	Meal and Rest Breaks and Regular Rate Miscalculation
Status	Settled

26. Amber Price v. DMSD Restaurants

Court	San Diego
Case No.	37-2019-00024062-CU-OE-CTL
Nature	Meal and Rest Break violations
Status	Settled

27. Jamaal Johnson v. Volt Management Corp

Court	Los Angeles
Case No.	19STCV16466
Nature	On Duty Meal Break violations
Status	Settled

28. Ezzat Menias v. All American Private Security

Court	Orange County
Case No.	30-2019-01085120-CU-OE-CXC
Nature	On Duty Meal Break violations
Status	Settled

29. Mark Connor v. Ascendant Marketing

Court	San Diego
Case No.	37-2019-00026864-CU-OE-CTL
Nature	Minimum Wage violations
Status	Settled

30. Niki Nunez v. Home Depot

Court	San Joaquin
Case No.	STK-CV-406-2019-6656
Nature	Overtime Wages violations
Status	Settled

31. Alma Salazar v. Frontier Toyota

Court	Los Angeles
Case No.	19STCV20382
Nature	Rest Break violations
Status	Settled

32. Josefina Garces v. Kar Auction Services

Court	Los Angeles
Case No.	19STCV28489
Nature	Rest Break violations
Status	Settled

33. Madison Weiss v. Niznik Behavior

Court	San Diego
Case No.	37-2019-00039441-CU-OE-CTL
Nature	Meal and Rest Break violations
Status	Settled

34. Jimmy Mack v. ERM Enterprises

Court	Sacramento
Case No.	2019-00262259
Nature	Meal and Rest Break violations
Status	Settled

35. Josefina Garces v. DriverDo

Court	Los Angeles
Case No.	19STCV32773
Nature	Independent Contractor Misclassification
Status	In Litigation

36. Perseus Porras v. Tantalum Restaurant

Court	Los Angeles
Case No.	19STCV31015
Nature	Unpaid Wages + Missed Meal/Rest Breaks
Status	Settled

37. Dorcena Deutsch v. Scripps

Court	San Diego
Case No.	37-2019-00036333-CU-OE-CTL
Nature	Regular Rate Miscalculation for Nurses
Status	Settled

38. Josalyn O'Quinn v. Laugh Factory

Court	Los Angeles
Case No.	19STCV28155
Nature	Regular Rate Miscalculation, Wage Theft
Status	In Litigation

39. Nicholas Leon v. Miller Event Management

Court	San Luis Obispo
Case No.	19CV-0435
Nature	Meal/Rest Breaks, Reporting Time, 2802
Status	Settled

40. Aaris Watts v. TRL Systems

Court	Orange County
Case No.	30-2019-01102457-CU-OE-CXC
Nature	Meal/Rest Breaks, Reporting Time
Status	In Litigation

41. Faith Smith v. Island Pizza

Court	Contra Costa
Case No.	MSC19-01654
Nature	Meal/Rest Breaks, 226, 2802
Status	Settled

42. Johnathan Roa v. Otay Mesa Sales

Court	San Diego
Case No.	37-2019-00057735-CU-OE-CTL
Nature	Meal/Rest Breaks, 226
Status	In Litigation

43. Sabrina Ivon v. Sinclair Television of California

Court	Humboldt
Case No.	DR190699
Nature	Vaquero
Status	In Litigation

44. Jonathan Mitchell v. Mack Trucking

Court	San Bernardino
Case No.	CIVDS1928334
Nature	Independent Contractor Misclassification
Status	In Litigation

45. Curtis Edwards v. Resolve Group

Court	San Francisco
Case No.	CGC-19-579095
Nature	Meal & Rest Breaks + 2802
Status	In Litigation

46. Elena Kiseleva v. TotalMed Staffing, Inc

Court	Santa Clara
Case No.	19CV354635
Nature	Overtime + Meal and Rest Breaks
Status	Settled

47. Richard Jer Vang v. Bridge Property Management

Court	Alameda
Judge	Winfred Smith
Nature	Off the clock work, regular rate miscalc.
Status	Settled

48. Madison Marrero v. Stat Med

Court	Alameda
Case No.	HG19043214
Nature	Unpaid Overtime + Meal/Rest Breaks
Status	In Litigation

49. Brian Reyes v. Stowasser Buick-GMC

Court	Santa Barbara
Case No.	19CV06183
Nature	Vaquero
Status	Settled

50. Erik Foss v. Anderson Hospitality, Inc.

Court	Shasta
Case No.	195317
OPC	Wood Smith – Andrew Kleiner
Nature	Meal and Rest Breaks, Regular Rate
Status	In Litigation

51. Griselda Duran v. EmployBridge

Court	Kern
Case No.	BCV-20-101583
Nature	Regular Rate, 226
Status	In Litigation

52. Luis Rendon v. Healthcare Investments, Inc.

Court	Los Angeles
Case No.	20STCV39775
Nature	Meal and Rest Breaks
Status	In Litigation

53. Richard Melead v. TVI, Inc.

Court	Orange
Case No.	30-2020-01140887-CU-OE-CXC
Nature	Regular Rate, 226 (Magadia)
Status	In Litigation

54. David Spencer v. Asset Gas, Inc.

Court	San Diego
Case No.	37-2020-00024642-CU-OE-CTL
Nature	Meal and Rest Breaks
Status	Settled

55. Thomas Haven v. California Vocations, Inc.

Court	Butte
Case No.	20CV01514
Nature	Regular Rate + Meal and Rest Breaks
Status	In Litigation

56. Estefania Renteria v. Love's Country

Court	Kern
Case No.	BCV-20-101260
Nature	226
Status	In Litigation

57. Rachel Latin v. OneMain General Services Corp.

Court	Stanislaus
Case No.	CV-20-002498
Nature	Dart + Magadia
Status	In Litigation

58. Kalaina Dula v. 2 Kings Gaming, Inc.

Court	Merced
Case No.	#20CV-02289
Nature	Meal and Rest Breaks
Status	In Litigation

59. Jie Xu v. HT Multinational

Court	San Bernardino
Case No.	CIV-DS2015679
Nature	Exempt Misclassification
Status	In Litigation

60. Yvette Molina v. Hawaiian Airlines

Court	Los Angeles
Case No.	20STCV28079
Nature	Meal and Rest + Magadia
Status	In Litigation

61. Reinald Pillsbury v. T & T Restaurants CA

Court	Del Norte
Case No.	CVUJ-2020-1214
Nature	Meal/Rest Breaks + Regular Rate
Status	Settled

62. Luis de Jesus v. Guardian Angel Home Care

Court	San Diego
Case No.	37-2020-00021049-CU-OE-CTL
Nature	Piece-Rate
Status	In Litigation

63. Charles Sandlin v. Secure Nursing Services, Inc.

Court	Los Angeles
Case No.	20STCV25675
Nature	Regular Rate
Status	Settled

64. Gabriel Mendez v. Bondz, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2020-0007486
Nature	Piece-Rate
Status	In Litigation

65. James Conley v. Siskiyou Forest Products

Court	Shasta
Case No.	195819
Nature	Regular Rate and Meal/Rest Breaks + 226
Status	In Litigation

66. Alex Castellanos v. Southwest Patrol

Court	San Diego
Case No.	37-2020-00024905-CU-OE-CTL
Nature	Augutus
Status	In Litigation

67. Damien Hampton v. Pegasus Investors

Court	Sacramento
Case No.	34-2020-00281394-CU-BT-GDS
Nature	Unlawful Housing
Status	In Litigation

68. Tamara Perkins v. FSEI

Court	Sacramento
--------------	------------

Case No.	34-2020-00287054
Nature	Regular Rate
Status	In Litigation

69. Rodney Stovall v. Javelin Logistics Company

Court	Alameda
Case No.	RG20075705
Nature	Meal / Rest Breaks
Status	In Litigation

70. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

Court	San Francisco
Case No.	CGC-20-585787
Nature	Tip Pooling ; Magadia
Status	In Litigation

71. Elias Kaser v. Aviation Consultants, Inc.

Court	Orange County
Case No.	
Nature	Meal / Rest Breaks, Regular Rate
Status	Settled

72. Christopher Chacon v. Panda Motors, Inc.

Court	San Bernardino
Case No.	CIV DS2022220
Nature	Regular Rate
Status	In Litigation

73. Willie Lang v. Pathways

Court	San Diego
Case No.	37-2019-00049969
Nature	Off the Clock
Status	In Litigation

74. Norma Reyes v. Simpson Garden Grove, Inc.

Court	Orange
Case No.	30-2020-0117564-CU-OE-CJC
Nature	Meal / Rest Breaks
Status	Settled

75. Daniel Jacobs v. Rush Media Company

Court	Los Angeles
Case No.	20STCV32350
Nature	Independent Contractor Misclassification
Status	In Litigation

76. Luis Ledesma v. TVJ Sons I, Inc.

Court	Santa Barbara
Case No.	20CV03573
Nature	Vaquero
Status	In Litigation

77. Kevin Cianfarani v. Career Strategies Temporary, Inc. (MPI)

Court	Los Angeles
Case No.	
Nature	Off the clock work
Status	Settled

78. Hector Avitia v. LAZ Parking

Court	San Diego
Case No	37-2020-00030133-CU-OE-CTL
Nature	Magadia + Augustus
Status	In Litigation

79. Sukhraj Kaur v. ACES 2020, LLC

Court	Contra Costa
Case No.	C20-02482
Nature	Meal/Rest Breaks, 2802
Status	In Litigation

80. Boaventura v. Rei Do Gado

Court	Contra Costa
Case No.	37-2020-00032342-CU-OE-CTL
Nature	Meal/Rest Breaks, 2802
Status	In Litigation

81. James Rachal v. ELG Metals, Inc.

Court	Los Angeles
Case No.	20STCV45861
Nature	Meal/Rest Breaks, Regular Rate
Status	In Litigation

82. Evelyn Nwansi v. Princeton Healthcare Center, LLC

Court	Alameda
Case No.	RG20083664
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

83. Michael Ashlock v. Advantis Medical Staffing

Court	San Diego
Case No.	37-2020-00022305-CU-OE-CTL
Nature	Regular Rate
Status	Settled

84. Moe Popal v. Ameriprise Auto & Home Insurance

Court	Riverside
Case No.	RIC2000006
Nature	Exempt/Non-Exempt Misclassification
Status	Settled

85. Mark Williams v. Web to Door

Court	San Francisco
Case No.	
Nature	Meal and Rest Break + Regular Rate
Status	In Litigation

86. Jessica Barackman v. Teaz N Pleaz, Inc.

Court	El Dorado
Case No.	SC20200179
Nature	Meal/Rest Breaks, Seating
Status	In Litigation

87. Nicolas Neutall v. Urban Alchemy

Court	San Francisco
Case No.	CGC-20-588622
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

EXHIBIT 2

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.

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. Class Data. No later than fifteen (15) calendar days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the Class Data for purposes of preparing and mailing Notice Packets to the Settlement Class. Defendant shall verify the total number of Workweeks at the time Class Data is provided to the Settlement Administer.
2. Notice Packets.
 - a) The Notice Packet shall contain the Notice of Class Action Settlement in a form substantially similar to the form attached as Exhibit A. The Notice of Class Action Settlement shall inform the Settlement Class that they need not do anything in order to receive an Individual Settlement Payment and to keep the Settlement Administrator apprised of their current mailing address, to which the Individual Settlement Payments will be mailed following the Effective Date. The Notice of Class Action Settlement shall set forth the release to be given by all members of the Settlement Class who do not request to be excluded from the Settlement Class in exchange for an Individual Settlement Payment, the number of Workweeks worked by each Settlement Class Member during the Class Period, and the estimated amount of their Individual Settlement Payment if they do not request to be excluded from the Settlement. The Settlement Administrator shall use the Class Data to determine Class Members' Workweeks.
 - b) The Notice Packet's mailing envelope shall include the following language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE ENTITLED TO PARTICIPATE IN A CLASS ACTION SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED 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.

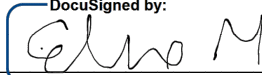
CC. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the Released Claims have merit and give rise to liability on the part of Defendant. Defendant has claimed and continues to claim that the Released Claims have no merit and do not give rise to liability. This Agreement 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.

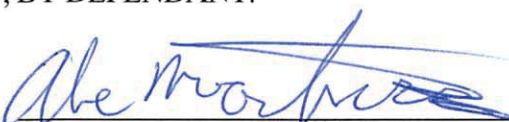
20
21 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

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

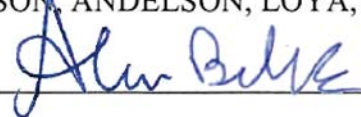
JCL LAW FIRM, A.P.C.
ZAKAY LAW GROUP, APLC

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

EXHIBIT A

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

Munoz v. AMTCR California, LLC, currently pending in the Superior Court for the County of San Bernardino,
Case No. CIV-DS2001914

**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 Individual Settlement Payment 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 Defendant 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, except that you will still receive your Aggrieved Employee Payment.
Object	You may write to the Court about why you do not like the settlement. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit entitled *Munoz v. AMTCR California, LLC*, currently pending in the Superior Court for the County of San Bernardino, Case No. CIV-DS2001914, currently pending in the Superior Court for the County of San Bernardino (the “Court”) has been reached between ELAINE MUNOZ (“Plaintiff”) and AMTCR CALIFORNIA, LLC (“Defendant”). 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 either the “Non-exempt Class” or the “Manager Class”, which are defined as follows:

“Non-exempt Class” means all non-exempt employees who are or previously were employed by Defendant in California during the period between January 21, 2016 and <<preliminary approval date>> (“Class Period”).

“Manager Class” means all managers employed by Defendant in California, who were paid a monthly salary equivalent to less than two times the State of California’s minimum wages for full-time employment between January 21, 2016 and <<preliminary approval>> (“Class

Period”).

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

On January 21, 2020, Plaintiff filed a class action complaint in the San Diego Superior Court for: (1) Unfair Competition in Violation of Bus. and Prof. Code §§ 17200; (2) Failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512; (3) Failure to provide required rest periods in violation of California Labor Code sections 226.7 and 512; (4) Failure to pay minimum wages in violation of California Labor Code sections 1182.12, 1194, 1197 and 1197.1; (5) Failure to pay overtime wages in violation of California Labor Code sections 510 *et seq.*; (6) Failure to provide accurate itemized wage statements in violation of California Labor Code section 226; (7) Failure to provide wages when due in violation of California Labor Code sections 201, 202 and 203; (8) Failure to provide personnel files in violation of California Labor Code section 1198.5; and (9) Violations of the California Labor Code Private Attorney General Act (“PAGA”).

On January 11, 2021, the Parties participated in mediation presided over by the Honorable Judge Carl West (Ret.), a respected jurist and mediator. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based on a mediator’s proposal which was memorialized in the form of a Memorandum of Understanding. 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 firm of JCL Law Firm, APC and the Zakay Law Group, APC, to serve as Class Counsel.

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

3. What are the terms of the Settlement?

Total Settlement Amount. Defendant has agreed to pay an “all in” amount of One Million Eight Hundred Fifty Thousand Seven Hundred Forty Thousand Dollars (\$1,850,000) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments to participating Settlement Class Members, the Class Counsel Award, Settlement Administration Costs, the PAGA Settlement, and the Class Representative Service Award to the Plaintiff.

On the Effective Date, Defendant will fund the Gross Settlement Amount by depositing the money into a Qualified Settlement Fund maintained by the third-party Settlement Administrator.

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 Settlement Class Members, as follows:

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed Twenty-Three Thousand Dollars (\$23,000), for expenses, including expenses of sending this Notice, processing opt-outs, and distributing settlement payments.
- Attorneys' Fees and Costs. Subject to Court approval, Class Counsel shall seek a Class Counsel Award in an amount equal to one-third of the Gross Settlement Amount currently estimated to be \$616,666.66 reasonable attorneys' fees, plus costs and expenses supported by declaration not to exceed \$25,000.00. The Class Counsel Award is intended to compensate and reimburse Class Counsel for all of the work already performed and all of the work remaining to be performed by Class Counsel in documenting the settlement, securing Court approval of the settlement, administering the settlement, and making sure that the settlement is fairly administered and implemented.
- Class Representative Service Award. Class Representative Service Award of up to Ten Thousand Dollars (\$10,00.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Settlement Class in initiating and prosecuting the Action, and for the risks she undertook.
- PAGA Settlement. A payment of Fifty Thousand (\$50,000) relating to Plaintiff's claim under the Private Attorney General's Act ("PAGA"), \$37,500 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$12,500 will be distributed to Aggrieved Employees which are all of Defendant's current and former non-exempt employees employed in California between January 17, 2019 and <<preliminary approval>> ("PAGA Period").
- Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Settlement Administration Expenses, Class Counsel Award, the Class Representative Service Award and the PAGA Settlement are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount." The Net Settlement Amount shall be allocated ninety-five percent (95%) to the Non-exempt Class ("Non-exempt Settlement Allocation") and five percent (5%) to the Manager Class ("Manager Settlement Allocation") and will be distributed as follows:
 - Non-Exempt Settlement Payments shall be paid from the Non-exempt Settlement Allocation portion of the Net Settlement Amount. Using the Class Data, the Settlement Administrator shall add up the total number of Workweeks for all Non-exempt Class members. The respective Workweeks for each Non-exempt Class member will be divided by the total Workweeks for all Non-exempt Class members, resulting in the Payment Ratio for each Non-exempt Class member. Each Non-exempt Class member's Payment Ratio will then be multiplied by the Non-exempt Settlement Allocation to calculate each Non-exempt Class member's estimated Non-exempt Settlement Payment. Each individual Non-exempt Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). Non-exempt Settlement Payments for Non-exempt Class members who submit valid and timely requests for exclusion will be redistributed to the Non-exempt Class members who do not submit valid and timely requests for exclusion on a pro rata basis based on their respective Payment Ratios.
 - Manager Settlement Payments shall be paid from the Manager Settlement Allocation portion of the Net Settlement Amount. Using the Class Data, the Settlement Administrator shall add up the total number of Workweeks for all Manager Class members. The respective Workweeks for each Manager Class member will be divided by the total Workweeks for all Manager Class members, resulting in the Payment Ratio for each Manager Class member. Each Manager Class member's Payment Ratio will then be multiplied by the Manager Settlement Allocation to calculate each Manager Class member's estimated Manager Settlement Payment. Each individual Manager Settlement Payment will be reduced by any legally mandated employee tax

withholdings (e.g., employee payroll taxes, etc.). Manager Settlement Payments for Manager Class members who submit valid and timely requests for exclusion will be redistributed to the Manager Class members who do not submit valid and timely requests for exclusion on a pro rata basis based on their respective Payment Ratios.

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. 15% of each Settlement Share constitutes wages in the form of back-pay (and each Participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment) and 85% of each Settlement Share constitutes interest, premiums and other non-wage payments (and each Participating Class Member will be issued an Internal Revenue Service Form 1099 for such payment). Neither Class Counsel nor Defendant's 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 Class Claims. Upon the Funding Date, each of 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 Periods 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 Defendant 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.

Released PAGA Claims. Upon the Funding Date, each Aggrieved Employee, the LWDA and Plaintiff shall release any and all claims for relief, including but not limited to civil penalties, under PAGA, of whatever kind or nature, whether known or unknown, arising during the PAGA Period, based on or related to the facts alleged in Plaintiff's Complaint(s) in the Action and Plaintiff's notice letter(s) to the LWDA including, but not limited to, Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.14, 1198, 1199, 2802, and 2804 and the applicable IWC Wage Orders, and any resulting claim for attorneys' fees and costs under PAGA, which occurred during the PAGA Period.

5. How much will my payment be?

Defendant's records reflect that you have <<____>> workweeks worked during the Class Period as a member of the Non-exempt Class.

Based on this information, your estimated Non-exempt Settlement Payment is <<____>>.

Defendant's records reflect that you have <<____>> workweeks worked during the Class Period as a member of the Manager Class.

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

Defendant's records reflect that you have <<____>> workweeks worked during the PAGA Period.

Based on this information, your estimated Aggrieved Employee Payment 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 _____, 2021 [forty-five (45) days after the 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 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.

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.

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 _____, 2021. 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 *Munoz v. AMTCR California, LLC*, currently pending in the Superior Court for the County of San Bernardino, Case No. CIV-DS2001914. 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.

The address for the Settlement Administrator is _____. Written requests for exclusion that are postmarked after _____, 2021, 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 don't like 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 must 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 objections or other correspondence must also state the name and number of the case, which is *Munoz v. AMTCR California, LLC*, currently pending in the Superior Court for the County of San Bernardino, Case No. CIV-DS2001914.

To object to the Settlement, you must not 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.

The objections must be delivered or mailed to the Settlement Administrator no later than _____, 2021 with copies to the Parties' counsel. The address for the Settlement Administrator is _____.

The addresses for the Parties' counsel are as follows:

Class Counsel:

JCL LAW FIRM

Jean-Claude Lapuyade
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
shani@zakaylaw.com
3990 Old Town Avenue, Suite C204
San Diego, California 92110
Tel: (619) 255-9047
Fax: (858) 404-9203

Defendant's Counsel

**ATKINSON, ANDELSON,
LOYA, RUUD & ROMO**

A Professional Corporation
Michael J. O'Connor, Jr.
Alicia A. Belock
4275 Executive Square,
Suite 700
La Jolla, California 92037

The Court will hold a Final Approval Hearing at **00:00 AM/PM on _____**, at the San Bernardino County Superior Court, located at 247 West Third Street in Department S-26 before Judge David Cohn. 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. 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 *Munoz v. AMTCR California, LLC*, currently pending in the Superior Court for the County of San Bernardino, Case No. CIV-DS2001914, 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 the JCL LAW FIRM, APC, 3990 Old Town Ave., Suite C204, San Diego, CA 92110.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the San Diego County Bar Foundation in accordance with Code of Civil Procedure Section 384 in the name of the

Participating Class Member. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 3