

JUN 17 2024

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

DONALDO MUNOZ GARCIA, an
individual, and on behalf of all others similarly
situated,

Plaintiff,

v.

ALL COUNTY ENVIRONMENTAL &
RESTORATION, INC., a California
corporation; DONALD MOSER, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 30-2021-01236384-CU-OE-CXC

[Assigned for all purposes to
Hon. Melissa R. McCormick in Dept. CX104]

**ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

1 This Court, having considered the Motion of plaintiff Donaldo Munoz Garcia ("Plaintiff") for
2 Preliminary Approval of Class and Representative Action Settlement and Provisional Class
3 Certification for Settlement Purposes Only ("Motion for Preliminary Approval"), the Declarations
4 of Vedang J. Patel, David D. Bibiyan, Plaintiff and Sean Hartranft, the Joint Stipulation re: Class
5 Action and Representative Action Settlement ("Settlement," Agreement" or "Settlement
6 Agreement"), the Amendment to the Settlement Agreement, the proposed Notice of Proposed
7 Class Action Settlement and Date for Final Approval Hearing ("Class Notice"), and other
8 documents submitted in support of the Motion for Preliminary Approval, hereby **ORDERS,**
9 **ADJUDGES AND DECREES THAT:**

10 1. The definitions set out in the Settlement Agreement are incorporated by reference
11 into this Order; all terms defined therein shall have the same meaning in this Order.

12 2. The Court preliminarily certifies the following settlement class for the purpose of
13 settlement only: all current and former non-exempt, hourly-paid employees who worked in
14 California for All County Environmental & Restoration, Inc., and Donald Moser (collectively,
15 "Defendants") at any time during the period from December 14, 2017 through the date the Court
16 preliminarily approves the Settlement ("Class Period"), unless Defendants elect to shorten the
17 Class Period pursuant to the Agreement ("Settlement Class," "Settlement Class Members" or
18 "Class Members").

19 3. The Court preliminarily appoints the named plaintiff Donaldo Munoz Garcia as
20 Class Representative, and David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C., as
21 well as Michael Nourmand of The Nourmand Law Firm, APC, as Class Counsel.

22 4. The Court preliminarily approves the proposed class settlement upon the terms and
23 conditions set forth in the Settlement Agreement and the Amendment to the Settlement
24 Agreement, which are attached to this Order as Exhibits 1, and 2 respectively. The Court finds, on
25 a preliminary basis, that the settlement appears to be within the range of reasonableness of
26 settlement that could ultimately be given final approval by the Court. It appears to the Court on a
27 preliminary basis that the settlement amount is fair, adequate, and reasonable as to all potential
28 class members when balanced against the probable outcome of further litigation relating to

1 liability and damages issues. It further appears that extensive and costly investigation and research
2 has been conducted such that counsel for the parties at this time are reasonably able to evaluate
3 their respective positions. It further appears to the Court that the settlement at this time will avoid
4 substantial additional costs to all parties, as well as the delay and risks that would be presented by
5 the further prosecution of the Action. It further appears that the settlement has been reached as the
6 result of intensive, non-collusive and arms-length negotiations utilizing an experienced third-party
7 neutral.

8 5. The Court approves, as to form and content, the Class Notice, Request for
9 Exclusion Form, and Objection Form that have been submitted herewith. The Class Notice,
10 Request for Exclusion Form, and Objection Form, along with their Spanish language translations,
11 are attached to this Order as Exhibits 3, 4, and 5 respectively.

12 6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
13 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The
14 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies
15 with the requirements of law and appears to be the best notice practicable under the circumstances.

16 7. The Court hereby preliminarily approves the definition and disposition of the Gross
17 Settlement Amount of \$786,207.00, which is inclusive of: attorneys' fees of up to thirty-five
18 percent (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the Settlement
19 Agreement, amounts to up to \$275,172.45, in addition to actual costs incurred of up to \$25,000.00;
20 service award of up to \$7,500.00 to Plaintiff; costs of settlement administration of no more than
21 \$7,990.00 and Private Attorneys' General Act of 2004 ("PAGA") penalties in the amount of
22 \$40,000.00, of which \$30,000.00 (75%) will be paid to the Labor and Workforce Development
23 Agency ("LWDA") and \$10,000.00 (25%) to "Aggrieved Employees," defined as individuals who
24 work or worked for Defendants during the PAGA Period as non-exempt, hourly-paid employees
25 in California.

26 8. The Gross Settlement Amount expressly excludes Employer Taxes, which will be
27 paid separately and apart by Defendants on the wages portion of the Gross Settlement Amount.

28 9. Class Member's "Workweek" shall mean the number of weeks that a Class

1 Member was employed by and worked at least one shift during that workweek for the Defendants
2 in a non-exempt, hourly-paid position in California, based on hire dates, re-hire dates (as
3 applicable), and termination dates (as applicable).

4 10. Aggrieved Employees' "PAGA Pay Periods" means any Pay Period during which
5 an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

6 11. Defendants represent that there are no more than 18,499 Workweeks worked during
7 the Class Period. In the event the number of Workweeks worked increases by more than 5%, or
8 925 Workweeks during the Class Period, then the Class Period and PAGA Period shall end on the
9 date the number of Workweeks reaches 19,424 Workweeks. The Gross Settlement Amount shall
10 not be reduced as a result of the total Workweeks falling below Defendants' estimate of 18,499
11 Workweeks.

12 12. The Court deems Apex Class Action Settlement Administration ("Apex" or
13 "Settlement Administrator"), the settlement administrator, and preliminarily approves payment of
14 administrative costs, not to exceed \$7,990.00 out of the Gross Settlement Amount for services to
15 be rendered by Apex on behalf of the class.

16 13. Within seven (7) calendar days from the Response Deadline, or soon thereafter, the
17 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the
18 completion of the notice process, including the number of attempts to obtain valid mailing
19 addresses for and re-sending of any returned Class Notices, as well as the identities, number of,
20 and copies of all Requests for Exclusion and Objections received by the Settlement Administrator.

21 14. Within twenty-one (21) calendar days after the Preliminary Approval Date,
22 Defendants' Counsel shall provide the Settlement Administrator with information with respect to
23 each Settlement Class Member, including his or her: (1) name; (2) last known address(es)
24 currently in Defendants' possession, custody, or control; (3) last known Social Security Number(s)
25 in Defendants' possession, custody, or control; and (4) the dates of employment (*i.e.*, hire dates,
26 and, if applicable, re-hire date(s) and/or separation date(s)) for each Settlement Class Member
27 ("Class List").

28 15. The Settlement Administrator shall perform an address search using the United

1 States Postal Service National Change of Address ("NCOA") database and update the addresses
2 contained on the Class List with the newly-found addresses, if any.

3 16. Within seven (7) calendar days, or soon thereafter, of receiving the Class List from
4 Defendants, the Settlement Administrator shall mail the Class Notice in English and Spanish to the
5 Settlement Class Members and Aggrieved Employees via first-class regular U.S. Mail using the
6 most current mailing address information available.

7 17. "Response Deadline" means the deadline for Settlement Class Members to mail any
8 Requests for Exclusion, Objections, or Workweek/PAGA Pay Period Disputes to the Settlement
9 Administrator, which is sixty (60) calendar days from the date that the Class Notice is first mailed
10 in English and Spanish by the Settlement Administrator, unless a Class Member's notice is re-
11 mailed. In such an instance, the Response Deadline shall be fifteen (15) calendar days from the
12 re-mailing, or sixty (60) calendar days from the date of the initial mailing, whichever is later. The
13 date of the postmark shall be the exclusive means for determining whether a Request for
14 Exclusion, Objection, or Workweek/PAGA Pay Period Dispute was submitted by the Response
15 Deadline.

16 18. Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the
17 Settlement by mailing a written request to be excluded from the Settlement ("Request for
18 Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline. To
19 be valid, a Request for Exclusion must include: (1) the Class Member's name; (2) the last four
20 digits of the Class Member's Social Security Number; (3) the Class Member's signature; and (4)
21 any statement of similar meaning standing for the proposition that the Class Member does not
22 wish to participate in the Settlement, or the following statement: "Please exclude me from the
23 Settlement Class in the *Munoz Garcia v. All County Environmental & Restoration, Inc., et al.*
24 matter".

25 ///

26 ///

27 ///

28 ///

1 19. Any Settlement Class Member who does not opt out of the Settlement by
2 submitting a timely and valid Request for Exclusion will be bound by all terms of the Settlement,
3 including those pertaining to the Released Claims, as well as any Judgment that may be entered by
4 the Court if Final Approval of the Settlement is granted. Aggrieved Employees cannot opt-out of
5 the Settlement. All Class Members who are also Aggrieved Employees cannot opt-out of the
6 PAGA portion of the Settlement.

7 20. Each Settlement Class Member may dispute the number of Workweeks and/or
8 PAGA Pay Periods attributed to him or her on his or her Class Notice ("Workweek/PAGA Pay
9 Period Dispute"). Any such disputes must be mailed to the Settlement Administrator by the
10 Settlement Class Member, postmarked on or before the Response Deadline.

11 21. Only Participating Class Members may object to the Settlement. In order for any
12 Settlement Class Member to object to this Settlement in writing, or any term of it, he or she must
13 do so by mailing a written objection to the Settlement Administrator at the address or phone
14 number provided on the Class Notice no later than the Response Deadline. The Objection should
15 set forth in writing: (1) the Objector's name; (2) the Objector's address; (3) the last four digits of
16 the Objector's Social Security Number; (4) the Objector's signature; and (5) the reason(s) for the
17 Objection the Objector asserts in support of the Objection. The date of mailing of the Class Notice
18 to the objecting Settlement Class Member shall be conclusively determined according to the
19 records of the Settlement Administrator. Settlement Class Members need not object in writing to
20 be heard at the Final Approval Hearing; they may object or comment in person at the hearing at
21 their own expense.

22 22. If a Class Member submits both an objection and a Request for Exclusion, the
23 Request for Exclusion will control and the Objection will be overruled.

24 23. All papers filed in support of final approval, including supporting documents for
25 attorneys' fees and costs, shall be filed at least sixteen (16) court days before the Final Approval
26 Hearing. All papers shall be served upon the LWDA at the time of filing with the Court.

27 24. A Final Approval Hearing shall be held with the Court on Thursday October 17,
28 2024 at 2:00 P.M. in Department CX104 of the above-entitled Court located at 751 West Santa

1 Ana Blvd, Santa Ana, CA 92701 to determine: (1) whether the proposed settlement is fair,
2 reasonable and adequate, and should be finally approved by the Court; (2) the amount of
3 attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of service award to the
4 Class Representative; (4) the amount to be paid to the Settlement Administrator; and (5) the
5 amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

6 25. Individual Settlement Payment and Individual PAGA Payment checks shall remain
7 valid and negotiable for one hundred and eighty (180) calendar days after the date of their
8 issuance. Within seven (7) calendar days after expiration of the 180-day period, checks for such
9 payments shall be canceled and funds associated with such checks shall be transmitted to the
10 California Controller's Office, Unclaimed Property Fund.

11 26. The Court retains jurisdiction to enforce the Settlement pursuant to Code of Civil
12 Procedure section 664.6

13 27. Effective upon the funding of the Gross Settlement Amount (which shall occur no
14 later than 30 days after the Effective Date) and Employer Taxes, Plaintiff and all Participating
15 Class Members release all claims against the Released Parties asserted in the Operative Complaint
16 filed in the Action, or any and all claims that could have been asserted against the Released Parties
17 based on the factual allegations in the Operative Complaint. For the duration of the Class Period,
18 the release includes the following claims which were alleged in the Operative Complaint: (1) all
19 claims for failure to pay overtime wages; (2) all claims for failure to pay minimum wages; (3) all
20 claims for failure to provide meal periods or compensation in lieu thereof; (4) all claims for failure
21 to provide rest periods or compensation in lieu thereof; (5) all claims for failure to pay all wages
22 due upon separation from employment; (6) all claims for failure to issue accurate and compliant
23 wage statements; and (7) all claims for failure to indemnify; and (8) all claims asserted through
24 California Business & Professions Code section 17200, *et seq.* arising out of the Labor Code
25 violations referenced in the Complaint (the "Class Released Claims").

26 28. Effective upon the funding of the Gross Settlement Amount (which shall occur no
27 later than 30 days after the Effective Date), all Aggrieved Employees, and, to the extent permitted
28 by law, the State of California, are deemed to release, all claims asserted in the PAGA Notice and

1 thereafter alleged in the Operative Complaint for civil penalties pursuant to PAGA, or that could
2 have been alleged based on the factual allegations in the PAGA Notice and Operative Complaint,
3 pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with
4 alleged violations of Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3,
5 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197,
6 1197.5, 1198.5, 2699, 2802, and 2810.5 (the "PAGA Released Claims"). The Class Released
7 Claims and PAGA Released Claims shall be referred to herein as the "Released Claims".

8 29. Effective upon the funding of the Gross Settlement Amount (which shall occur no later
9 than 30 days after the Effective Date), Plaintiff, and Plaintiff's respective former and present
10 spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
11 release the additional following General Release: Plaintiff releases the Released Parties from all
12 claims, transactions, occurrences, demands, rights, liabilities and causes of action of every nature
13 and description whatsoever, known or unknown, asserted or that might have been asserted,
14 whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation
15 arising out of, relating to, or in connection with any act or omission of the Released Parties
16 through the date of full execution of this Agreement in connection with Plaintiff's employment
17 with Defendants or the termination thereof, except for any and all other claims that may not be
18 released as a matter of law through this Agreement. This General Release includes, without
19 limitation: (1) all claims for violation of any federal, state or local statute, ordinance or regulation
20 relating to employment benefits, leaves of absence, or discrimination, harassment, retaliation, or
21 whistleblowing in employment, specifically including, without limitation, the California Fair
22 Employment and Housing Act, the California Family Rights Act, Title VII of the Civil Rights Act
23 of 1964, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the
24 Older Workers Benefit Protection Act, the Genetic Information Nondiscrimination Act, the
25 Americans with Disabilities Act, and the Employee Retirement Income Security Act, the
26 Consolidated Omnibus Budget Reconciliation Act, the Securities Act, the Immigration Reform
27 and Control Act the Worker Adjustment and Retraining Notification Act of 1988, the California
28 Worker Adjustment and Retraining Notification Act, the Uniformed Service Employment and

1 Reemployment Rights Act, and any regulation of any administrative agency or governmental
2 authority relating to employment benefits or discrimination or harassment or retaliation in
3 employment; (2) all claims for failure to pay minimum or overtime wages, failure to timely pay
4 wages, failure to provide accurate itemized wage statements, failure to maintain accurate records,
5 failure to reimburse business expenses, failure to provide meal periods or rest breaks, failure to
6 provide paid sick leave, failure to post notice of paydays and time and place of payment, and any
7 claim for violations of the California Labor Code, California's Business and Professions Code §
8 17200 et seq., and the applicable California Industrial Welfare Commission Wage Order; (3) any
9 non-statutory tort or contractual claim, including all claims for breach of oral, implied or written
10 contract, breach of implied covenant of good faith and fair dealing, negligent or intentional
11 infliction of emotional distress, and conversion; (4) all claims for wrongful termination of
12 employment; (5) all claims for wages, penalties and/or benefits; and (6) all claims for attorneys'
13 fees and costs. Plaintiff's General Release does not extend to any claims or actions to enforce this
14 Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social
15 security benefits, workers' compensation benefits that arose at any time. Plaintiff acknowledges
16 that he may discover facts or law different from, or in addition to, the facts or law that Plaintiff
17 now know or believe to be true but agree, nonetheless, that Plaintiff's General Release shall be and
18 remain effective in all respects, notwithstanding such different or additional facts or their
19 discovery of them. To the extent of the General Release provided herein, Plaintiff stipulates and
20 agrees that, upon entry of an Order granting Final Approval of the Settlement, entry of Judgment,
21 and payment by Defendants to the Settlement Administrator selected of the full Gross Settlement
22 Amount and Employers' Taxes necessary to effectuate the Settlement, he shall have expressly
23 waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits
24 of Section 1542 of the California Civil Code, or any other similar provision under federal or state
25 law, which provides:

26 A general release does not extend to claims that the creditor or
27 releasing party does not know or suspect to exist in his or her
28 favor at the time of executing the release and that, if known by

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

him or her, would have materially affected his or her settlement
with the debtor or released party.

IT IS SO ORDERED.

Dated: June 17, 2024



Melissa R. McCormick
Judge of the Superior Court

1
2
3
4
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

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Jeffrey D. Klein (SBN 297296)

jeff@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

Iona Levin (SBN 294657)

iona@tomorrowlaw.com

8484 Wilshire Boulevard, Suite 500

Beverly Hills, California 90211

Tel: (310) 438-5555; Fax: (310) 300-1705

THE NOURMAND LAW FIRM, APC

Michael Nourmand, Esq. (SBN 198439)

mnourmand@nourmandlawfirm.com

James A. De Sario, Esq. (SBN 262552)

jdesario@nourmandlawfirm.com

8822 West Olympic Boulevard

Beverly Hills, California 90211

Attorneys for Plaintiff, DONALDO MUNOZ GARCIA,
on behalf of himself and all others similarly situated and aggrieved

Additional Counsel Listed on Next Page

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

DONALDO MUNOZ GARCIA, an
individual and on behalf of all others
similarly situated,

Plaintiff,

v.

ALL COUNTY ENVIRONMENTAL &
RESTORATION, INC., a California
corporation; DONALD MOSER, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 30-2021-01236384-CU-OE-
CXC

[Assigned for all purposes to the Hon. Peter
Wilson in Dept. CX 101]

CLASS ACTION

**JOINT STIPULATION RE: CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

Action Filed: December 14, 2021
Trial Date: None set

1 **Fisher & Phillips LLP**
Hannah Sweiss
2 *hsweiss@fisherphillips.com*
444 South Flower Street, Suite 1500
Los Angeles, CA 90071
3 Tel: (213) 330-4500; Fax (213) 330-4501
4 Attorney for Defendants, ALL COUNTY ENVIRONMENTAL
& RESTORATION, Inc. and DONALD MOSER
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

1
2 This Joint Stipulation re: Class Action and Representative Action Settlement
3 ("Settlement" or "Agreement" or "Settlement Agreement") is made by and between plaintiff
4 DONALDO MUNOZ GARCIA ("Plaintiff") individually and on behalf of the Settlement Class,
5 on the one hand; and defendants ALL COUNTY ENVIRONMENTAL & RESTORATION,
6 INC., and DONALD MOSER (collectively "Defendants"), on the other hand, in the lawsuit
7 entitled *Munoz Garcia v. All County Environmental & Restoration, Inc., et al.*, filed in Orange
8 County Superior Court, Case No. 30-2021-01236384-CU-OE-CXC (the "Action"). Plaintiff and
9 Defendants shall be, at times, collectively referred to as the "Parties". This Agreement is
10 intended by the Parties to resolve the claims, fully, finally, and forever as set forth herein, based
11 upon and subject to the terms and conditions of this Agreement.

12 **1. DEFINITIONS**

13 **A.** "Action" means *Munoz Garcia v. All County Environmental & Restoration, Inc.,*
14 *et al.*, filed in Orange County Superior Court, Case No. 30-2021-01236384-CU-OE-CXC.

15 **B.** "Aggrieved Employees" means Class Members working for Defendants during
16 the PAGA Period as non-exempt, hourly-paid employees in California.

17 **C.** "Class Counsel" means: David D. Bibiyan and Vedang J. Patel of Bibiyan Law
18 Group, P.C., as well as Michael Nourmand of The Nourmand Law Firm, APC. The term "Class
19 Counsel" shall be used synonymously with the term "Plaintiff's Counsel."

20 **D.** "Class Period" means the December 14, 2017 through the date the Court
21 preliminarily approves the Settlement, unless Defendant elects to shorten the Class Period
22 pursuant to this Agreement.

23 ///

24 ///

E. "Class Notice" means and refers to the notice sent to Class Members after preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this Agreement.

F. "Court" means the Superior Court of the State of California for the County of Orange.

G. “Final Approval Date” means the later of: (1) the date the Court signs an Order granting final approval of this Settlement (“Final Approval”) and Judgment; (2) if there is an objector, 60 days from the date the Final Approval and Judgment; or (3) to the extent any appeals have been filed, the date on which they have been resolved or exhausted.

H. "Defendants" means, collectively, All County Environmental & Restoration, Inc., and Donald Moser.

I. "Employer Taxes" means employer-funded taxes and contributions imposed on the wage portions of the Individual Settlement Payments under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes and contributions required of employers, such as for unemployment insurance.

J. “General Release” means the broader release of claims by Plaintiff, which is in addition to Plaintiff’s limited release of claims as a Participating Class Member.

K. "Gross Settlement Amount" means a non-reversionary fund in the sum of Seven Hundred Eighty-Six Thousand Two Hundred and Seven Dollars and Zero Cents (\$786,207.00), which shall be paid by Defendants, from which all payments for the Individual Settlement Payments to Participating Class Members, the Court-approved amounts for attorneys' fees and reimbursement of litigation costs and expenses to Class Counsel, Settlement Administration Costs, the Service Award, the PAGA Payment, and the LWDA Payment shall be paid. It

///

1 **L.** expressly excludes Employer Taxes, which shall be paid by Defendants separate,
2 apart, and in addition to the Gross Settlement Amount.

3 **M.** **"Individual PAGA Payment"** means a payment made to an Aggrieved
4 Employee for his or her share of the PAGA Payment, which may be in addition to his or her
5 Individual Settlement Share if he or she is also a Participating Class Member.

6 **N.** **"Individual Settlement Payment"** means a payment of the Participating
7 Individual Settlement Share after reduction for the employee's share of payroll taxes and other
8 withholdings to a Participating Class Member of his or her net share of the Net Settlement
9 Amount.

10 **O.** **"Individual Settlement Share"** means the gross amount of the Net Settlement
11 Amount that a Participating Class Member is projected to receive based on the number of
12 Workweeks that he or she worked as a Settlement Class Member during the Class Period, which
13 shall be reflected in his or her Class Notice.

14 **P.** **"LWDA Payment"** means the payment to the State of California Labor and
15 Workforce Development Agency ("LWDA") for its seventy-five percent (75%) share of the
16 PAGA Settlement Amount (i.e., \$30,000).

17 **Q.** **"Net Settlement Amount"** means the portion of the Gross Settlement Amount
18 that is available for distribution to the Participating Class Members after deductions for the Court-
19 approved allocations for Settlement Administration Costs, a Service Award to Plaintiffs, an
20 award of attorneys' fees, reimbursement of litigation costs and expenses to Class Counsel, the
21 LWDA Payment, and the PAGA Payment.

22 **R.** **"Operative Complaint" or "Complaint"** means the Second Amended
23 Complaint filed with the Court.

24 ///

S. "PAGA Payment is the 25% portion of the PAGA Settlement Amount, (i.e., \$10,000) that will be paid to Aggrieved Employees on a *pro rata* basis based on the Workweeks worked as non-exempt, hourly-paid employees in California in the PAGA Period, which would be in addition to their Individual Settlement Payment if they are Participating Class Members, as well.

T. “PAGA Period” means the period from December 14, 2020 through the end of the Class Period.

U. "PAGA Settlement Amount" means the amount of Forty Thousand Dollars and Zero Cents (\$40,000.00) which the Parties agree shall be allocated toward the resolution of the PAGA claim which is to be paid from the Gross Settlement Amount. Pursuant to Labor Code section 2699.3, Seventy-Five percent (75%) of the PAGA Settlement Amount, or Thirty Thousand Dollars and Zero Cents (\$30,000.00), will be paid to the LWDA (*i.e.*, the LWDA Payment) and Twenty-Five percent (25%) of the PAGA Settlement Amount, or Ten Thousand Dollars and Zero Cents (\$10,000.00), will be paid to Aggrieved Employees on a *pro rata* basis based on the Workweeks worked for Defendants as a non-exempt, hourly-paid employee in California in the PAGA Period (*i.e.* the PAGA Payment).

V. “Participating Class Members” means all Settlement Class Members who do not submit a timely and valid Request for Exclusion.

W. “Participating Individual Settlement Share” means the gross amount of the Net Settlement Amount that a Participating Class Member is eligible to receive based on the number of Workweeks that he or she worked as a Settlement Class Member during the Class Period once all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she may be entitled if he or she is also an Aggrieved Employee.

///

1 **X. "Plaintiff", "Named Plaintiff" or "Class Representative"** shall refer to
2 Plaintiff Donaldo Munoz Garcia.

3 **Y. "Preliminary Approval Date"** means the date on which the Court enters an
4 Order granting preliminary approval of the Settlement.

5 **Z. "Released Parties"** shall mean Defendants and each of their past, present, and
6 future respective subsidiaries, dba's, affiliates, parents, trusts, trust funds, investors, client,
7 contracting party, joint employer, insurers and reinsurers, and company-sponsored employee
8 benefit plans of any nature and their successors and predecessors in interest, including all of their
9 respective owners, partners, members, officers, directors, shareholders, employees, agents,
10 managing agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys,
11 administrators, fiduciaries, trustees, service providers .

12 **AA. "Response Deadline"** means the deadline for Settlement Class Members to mail
13 any Requests for Exclusion, Objections, or Workweek Disputes to the Settlement Administrator,
14 which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English
15 and Spanish by the Settlement Administrator, unless a Class Member's notice is re-mailed. In
16 such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing,
17 or forty-five (45) calendar days from the date of the initial mailing, whichever is later. The date
18 of the postmark shall be the exclusive means for determining whether a Request for Exclusion,
19 Objection, or Workweek Dispute was submitted by the Response Deadline.

20 **BB. "Request for Exclusion"** means a written request to be excluded from the
21 Settlement Class pursuant to Paragraph 9(C) below.

22 **CC. "Service Award"** means monetary amounts to be paid to Plaintiff of up to Seven
23 Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00), which subject to Court approval,
24 will be paid out of the Gross Settlement Amount.
25

DD. "Settlement Administration Costs" means all costs incurred by the Settlement Administrator in administration of the Settlement, including, but not limited to, translating the Class Notice to Spanish, the distribution of the Class Notice to the Settlement Class in English and Spanish, calculating Individual Settlement Shares, Individual Settlement Payments, Individual PAGA Payments, and Participating Individual Settlement Shares, as well as associated taxes and withholdings, providing declarations, generating Individual Settlement Payment checks and related tax reporting forms, doing administrative work related to unclaimed checks, transmitting payment to Class Counsel for the Court-approved amounts for attorneys' fees and reimbursement of litigation costs and expenses, to Plaintiff for his Service Award, and to the LWDA for the LWDA Payment, providing weekly reports of opt-outs, objections and related information, and any other actions of the Settlement Administrator as set forth in this Agreement, all pursuant to the terms of this Agreement. The Settlement Administration Costs are estimated not to exceed \$7,990.00. If the actual amount of the Settlement Administration Costs is less than \$7,990.00, the difference between \$7,990.00 and the actual Settlement Administration Costs shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed \$7,990.00 then such excess will be paid solely from the Gross Settlement Amount and Defendants will not be responsible for paying any additional funds in order to pay these additional costs.

EE. **“Settlement Administrator”** means the Third-Party Administrator, APEX Class Action Administration (“Apex”), mutually agreed upon by the Parties that will be responsible for the administration of the Settlement including, without limitation, translating the Class Notice in Spanish, the distribution of the Gross Settlement Amount, and related matters under this Agreement.

///

1 **FF.** “Settlement Class”, “Settlement Class Members” or “Class Members” means
2 all current and former non-exempt, hourly-paid employees who worked in California for
3 Defendants at any time during the Class Period.

4 **GG.** “Workweeks” means the number of weeks that a Class Member or Aggrieved
5 Employee was employed by and worked at least one shift during that workweek for the
6 Defendants in a non-exempt, hourly-paid position in California, based on hire dates, re-hire dates
7 (as applicable), and termination dates (as applicable).

8 **2. BACKGROUND**

9 **A.** On December 15, 2021, Plaintiff filed with the LWDA and served on Defendants
10 a notice under Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy of the
11 LWDA to recover civil penalties on behalf of Aggrieved Employees for various Labor Code
12 violations (“PAGA Notice”).

13 **B.** On December 14, 2021, Plaintiff filed a putative wage-and-hour class action
14 against Defendants in the Orange County Superior Court, Case No. 30-2021-01236384-CU-OE-
15 CXC alleging: failure to pay overtime, failure to provide minimum wages; failure to provide
16 meal periods, failure to provide rest breaks; waiting time penalties; wage statement violations;
17 failure to timely pay wages during employment; failure to indemnify, and unfair competition (the
18 “Action”).

19 **C.** On March 1, 2022, Plaintiff filed a First Amended Class and Representative
20 Action Complaint in the Action, adding a single cause of action for civil penalties pursuant to
21 PAGA for the various alleged Labor Code violations specified in the PAGA Notice. On
22 September 23, 2022, Plaintiff filed a second amended complaint in the action to consolidate with
23 a separately filed lawsuit in Riverside County Superior Court. The second amended complaint
24 is the “Operative Complaint.”
25

1 **D.** On October 19, 2022, the Parties agreed to exchange informal discovery and
2 attend an early mediation, in which Plaintiff was provided with, among other things: (1) time and
3 payroll records for approximately 25% of the estimated 252 Class Members (i.e., current and
4 former non-exempt employees working for Defendants in California) between December 14,
5 2017 and January 31, 2023, which Plaintiff has extrapolated through the date of mediation (i.e.,
6 the "Class Period"); (2) relevant wage and hour policy documents and employee handbooks in
7 effect during the Class Period; and (3) plaintiff's personnel records and employment files.

8 **E.** On January 31, 2023, the Parties participated in a full-day mediation before Marc
9 Feder, Esquire, a well-regarded mediator experienced in mediating complex labor and
10 employment matters. With the aid of the mediator's evaluation, the Parties reached the
11 Settlement described herein to resolve the Action.

12 **F.** Class Counsel has conducted significant investigation of the law and facts relating
13 to the claims asserted in the Action and the PAGA Notice, and have concluded that that the
14 Settlement set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement
15 Class, taking into account the sharply contested issues involved, the expense and time necessary
16 to litigate the Action through trial and any appeals, the risks and costs of further litigation of the
17 Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information
18 learned through informal discovery regarding Plaintiff's allegations, and the substantial benefits
19 to be received by Settlement Class Members.

20 **G.** Defendants have concluded that, because of the substantial expense of defending
21 against the Action, the length of time necessary to resolve the issues presented herein, the
22 inconvenience involved, and the concomitant disruption to its business operations, it is in its best
23 interest to accept the terms of this Agreement. Defendants deny each of the allegations and
24 claims asserted against it in the Action and the PAGA Notice. However, Defendants nevertheless
25

1 desire to settle the Action for the purpose of avoiding the burden, expense and uncertainty of
2 continuing litigation and for the purpose of putting to rest the controversies engendered by the
3 Action.

4 **H.** This Agreement is intended to and does effectuate the full, final, and complete
5 resolution of all Class Released Claims of Plaintiff and Participating Class Members, and all
6 PAGA Released Claims of Plaintiff and, to the extent permitted by law, of the State of California
7 and Aggrieved Employees.

8 **3. JURISDICTION**

9 The Court has jurisdiction over the Parties and the subject matter of the Action. The
10 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the
11 applicable statutes. After the Court has granted Final Approval of the Settlement and entered
12 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment
13 pursuant to California Rule of Court, rule 3.769, subdivision (h).

14 **4. STIPULATION OF CLASS CERTIFICATION**

15 The Parties stipulate to the certification of the Settlement Class under this Agreement for
16 purposes of settlement only.

17 **5. MOTIONS FOR APPROVAL OF SETTLEMENT**

18 After full execution of this Agreement, Plaintiff will move for an order granting
19 preliminary approval of the Settlement, approving and directing the mailing of the proposed Class
20 Notice attached hereto as **Exhibit "A"**, conditionally certifying the Settlement Class for
21 settlement purposes only, and approving the deadlines proposed by the Parties for the submission
22 of Requests for Exclusion, Workweek Disputes, and Objections. If and when the Court
23 preliminarily approves the Settlement, and after administration of the Class Notice in a manner
24 consistent with the Court's Preliminary Approval Order, Plaintiff will move for an order finally
25

1 approving the Settlement and seek entry of a Judgment in line with this Settlement. The Parties
2 may both respond to any Objections lodged to final approval of the Settlement up to five (5) court
3 days before the Final Approval Hearing.

4 **6. STATEMENT OF NO ADMISSION**

5 Defendants deny any wrongdoing of any sort and further deny any liability to Plaintiff
6 and the Settlement Class with respect to any claims or allegations asserted in the Action and the
7 PAGA Notice. This Agreement shall not be deemed an admission by Defendants of any claims
8 or allegations asserted in the Action or the PAGA Notice. Except as set forth elsewhere herein,
9 in the event that this Agreement is not approved by the Court, or any appellate court, is
10 terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived,
11 limited or affected in any way any claims, rights or remedies, or defenses in the Action or the
12 PAGA Notice, and Defendants will not be deemed to have waived, limited, or affected in any
13 way any of their objections or defenses in the Action and the PAGA Notice. The Parties shall be
14 restored to their respective positions in the Action prior to the entry of this Settlement.

15 **7. RELEASE OF CLAIMS**

16 **A. Release by All Participating Class Members.**

17 **B.** Effective only upon the entry of an Order granting Final Approval of the
18 Settlement, entry of Judgment, and payment by Defendants to the Settlement Administrator of
19 the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement,
20 Plaintiff and all Participating Class Members release all claims against the Released Parties
21 asserted in the Operative Complaint filed in the Action, or any and all claims that could have
22 been asserted against the Released Parties based on the factual allegations in the Operative
23 Complaint. For the duration of the Class Period, the release includes the following claims which
24 were alleged in the Operative Complaint: (1) all claims for failure to pay overtime wages; (2) all
25

1 claims for failure to pay minimum wages; (3) all claims for failure to provide meal periods or
2 compensation in lieu thereof; (4) all claims for failure to provide rest periods or compensation in
3 lieu thereof; (5) all claims for failure to pay all wages due upon separation from employment; (6)
4 all claims for failure to issue accurate and compliant wage statements; and (7) all claims for
5 failure to indemnify; and (8) all claims asserted through California Business & Professions Code
6 section 17200, *et seq.* arising out of the Labor Code violations referenced in the Complaint (the
7 "Class Released Claims").

8 **C. Release by All Aggrieved Employees**

9 For Aggrieved Employees, and, to the extent permitted by law, the State of California,
10 the release includes for the duration of the PAGA Period, all claims asserted in the PAGA Notice
11 and thereafter alleged in the Operative Complaint for civil penalties pursuant to PAGA, or that
12 could have been alleged based on the factual allegations in the PAGA Notice and Operative
13 Complaint, pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in
14 connection with alleged violations of Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210,
15 226, 226.3, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510, 512, 558, 1102.5, 1174, 1174.5,
16 1194, 1197, 1197.5, 1198.5, 2699, 2802, and 2810.5 (the "PAGA Released Claims"). The Class
17 Released Claims and PAGA Released Claims shall be referred to herein as the "Released
18 Claims".

19 **D. Claims Not Released**

20 The releases above expressly exclude all other claims, including claims for vested
21 benefits, wrongful termination, unemployment insurance, disability, social security, workers'
22 compensation, and any other claims outside of the Class Released Claims of Participating Class
23 Members arising during the Class Period and the PAGA Released Claims of Aggrieved

24 ///

1 Employees (and, to the extent permitted by law, the State of California) arising outside of the
2 PAGA Period.

3 **E. General Release.**

4 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
5 of Judgment, and payment by Defendants to the Settlement Administrator selected of the full
6 Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, in
7 addition to the Released Claims (defined herein), Plaintiff, and Plaintiff's respective former and
8 present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns
9 generally, release the additional following General Release: Plaintiff releases the Released
10 Parties from all claims, transactions, occurrences, demands, rights, liabilities and causes of action
11 of every nature and description whatsoever, known or unknown, asserted or that might have been
12 asserted, whether in tort, contract, or for violation of any state or federal statute, rule, law or
13 regulation arising out of, relating to, or in connection with any act or omission of the Released
14 Parties through the date of full execution of this Agreement in connection with Plaintiff's
15 employment with Defendants or the termination thereof, except for any and all other claims that
16 may not be released as a matter of law through this Agreement. This General Release includes,
17 without limitation: (1) all claims for violation of any federal, state or local statute, ordinance or
18 regulation relating to employment benefits, leaves of absence, or discrimination, harassment,
19 retaliation, or whistleblowing in employment, specifically including, without limitation, the
20 California Fair Employment and Housing Act, the California Family Rights Act, Title VII of the
21 Civil Rights Act of 1964, the Family and Medical Leave Act, the Age Discrimination in
22 Employment Act, the Older Workers Benefit Protection Act, the Genetic Information
23 Nondiscrimination Act, the Americans with Disabilities Act, and the Employee Retirement
24 Income Security Act, the Consolidated Omnibus Budget Reconciliation Act, the Securities Act,
25

1 the Immigration Reform and Control Act the Worker Adjustment and Retraining Notification
2 Act of 1988, the California Worker Adjustment and Retraining Notification Act, the Uniformed
3 Service Employment and Reemployment Rights Act, and any regulation of any administrative
4 agency or governmental authority relating to employment benefits or discrimination or
5 harassment or retaliation in employment; (2) all claims for failure to pay minimum or overtime
6 wages, failure to timely pay wages, failure to provide accurate itemized wage statements, failure
7 to maintain accurate records, failure to reimburse business expenses, failure to provide meal
8 periods or rest breaks, failure to provide paid sick leave, failure to post notice of paydays and
9 time and place of payment, and any claim for violations of the California Labor Code,
10 California's Business and Professions Code § 17200 et seq., and the applicable California
11 Industrial Welfare Commission Wage Order; (3) any non-statutory tort or contractual claim,
12 including all claims for breach of oral, implied or written contract, breach of implied covenant
13 of good faith and fair dealing, negligent or intentional infliction of emotional distress, and
14 conversion; (4) all claims for wrongful termination of employment; (5) all claims for wages,
15 penalties and/or benefits; and (6) all claims for attorneys' fees and costs. Plaintiff's General
16 Release does not extend to any claims or actions to enforce this Agreement, or to any claims for
17 vested benefits, unemployment benefits, disability benefits, social security benefits, workers'
18 compensation benefits that arose at any time. Plaintiff acknowledges that he may discover facts
19 or law different from, or in addition to, the facts or law that Plaintiff now know or believe to be
20 true but agree, nonetheless, that Plaintiff's General Release shall be and remain effective in all
21 respects, notwithstanding such different or additional facts or their discovery of them.

22 To the extent of the General Release provided herein, Plaintiff stipulates and agrees that,
23 upon entry of an Order granting Final Approval of the Settlement, entry of Judgment, and
24 payment by Defendants to the Settlement Administrator selected of the full Gross Settlement
25

1 Amount and Employers' Taxes necessary to effectuate the Settlement, he shall have expressly
2 waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits
3 of Section 1542 of the California Civil Code, or any other similar provision under federal or state
4 law, which provides:

5 A general release does not extend to claims that the creditor or
6 releasing party does not know or suspect to exist in his or her
7 favor at the time of executing the release and that, if known by
him or her, would have materially affected his or her settlement
with the debtor or released party.

8 **8. SETTLEMENT ADMINISTRATOR**

9 **A.** Plaintiff and Defendants, through their respective counsel, have selected APEX
10 Class Action Administration ("Apex") to administer the Settlement, which includes but is not
11 limited to translating the Class Notice to Spanish, distributing and responding to inquiries about
12 the Class Notice and calculating all amounts to be paid from the Gross Settlement Amount.
13 Charges and expenses of the Settlement Administrator, currently estimated to be \$7,990.00 will
14 be paid from the Gross Settlement Amount. If the actual amount of the Settlement
15 Administration Costs is less than \$7,990.00., the difference between \$7,990.00 and the actual
16 Settlement Administration Costs shall be a part of the Net Settlement Amount. If the Settlement
17 Administration Costs exceed \$7,990.00, then such excess will be paid solely from the Gross
18 Settlement Amount and Defendants will not be responsible for paying any additional funds in
19 order to pay these additional costs.

20 **9. NOTICE, WORKWEEK DISPUTE, OBJECTION, AND EXCLUSION**
21 **PROCESS**

22 **A. Notice to the Settlement Class Members**

23 (1) Within twenty-one (21) calendar days after the Preliminary Approval
24 Date, Defendants' Counsel shall provide the Settlement Administrator with information with
25

1 respect to each Settlement Class Member, including his or her: (1) name; (2) last known
2 address(es) currently in Defendants' possession, custody, or control; (3) last known Social
3 Security Number(s) in Defendants' possession, custody, or control; and (4) the dates of
4 employment (*i.e.*, hire dates, and, if applicable, re-hire date(s) and/or separation date(s)) for each
5 Settlement Class Member ("Class List"). The Settlement Administrator shall perform an address
6 search using the United States Postal Service National Change of Address ("NCOA") database
7 and update the addresses contained on the Class List with the newly-found addresses, if any.
8 Within seven (7) calendar days, or soon thereafter, of receiving the Class List from Defendants,
9 the Settlement Administrator shall mail the Class Notice in English and Spanish to the Settlement
10 Class Members via first-class regular U.S. Mail using the most current mailing address
11 information available.

12 (2) The Class Notice will set forth:

- 13 (a) the Settlement Class Member's estimated Individual
14 Settlement Share and Individual PAGA Payment, and
15 the basis for each;
16 (b) the information required by California Rule of Court,
17 rule 3.766, subdivision (d);
18 (c) the material terms of the Settlement;
19 (d) the proposed Settlement Administration Costs;
20 (e) the definition of the Settlement Class;
21 (f) a statement that the Court has preliminarily approved
22 the Settlement;

23 ///

24 ///

- 1 (g) how the Settlement Class Member can obtain
2 additional information, including contact information
3 for Class Counsel;
- 4 (h) information regarding opt-out and objection
5 procedures;
- 6 (i) the date and location of the Final Approval Hearing;
7 and
- 8 (j) that the Settlement Class Member must notify the
9 Settlement Administrator no later than the Response
10 Deadline if the Settlement Class Member disputes the
11 accuracy of the number of Workweeks as set forth on
12 his or her Class Notice ("Workweek Dispute"). If a
13 Settlement Class Member fails to timely dispute the
14 number of Workweeks attributed to him or her in
15 conformity with the instructions in the Class Notice,
16 then he or she shall be deemed to have waived any
17 objection to its accuracy and any claim to any
18 additional settlement payment based on different data.

19 (3) If a Class Notice from the initial notice mailing is returned as
20 undeliverable, the Settlement Administrator will attempt to obtain a current address for the
21 Settlement Class Member to whom the returned Class Notice had been mailed, within five (5)
22 calendar days of receipt of the returned Class Notice, by undertaking skip trace. If the Settlement
23 Administrator is successful in obtaining a new address, it will re-mail the Class Notice to the
24 Settlement Class Member within three (3) business days. Further, any Class Notices that are
25

1 returned to the Settlement Administrator with a forwarding address before the Response Deadline
2 shall be promptly re-mailed to the forwarding address affixed thereto.

3 (4) No later than seven (7) calendar days from the Response Deadline, the
4 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the
5 completion of the notice process, including the number of attempts to obtain valid mailing
6 addresses for and re-sending of any returned Class Notices, as well as the identities, number of,
7 and copies of all Requests for Exclusion and Objections received by the Settlement
8 Administrator.

9 **B. Objections.**

10 Only Participating Class Members may object to the Settlement. In order for any
11 Settlement Class Member to object to this Settlement in writing, or any term of it, he or she must
12 do so by mailing a written objection to the Settlement Administrator at the address or phone
13 number provided on the Class Notice no later than the Response Deadline. The Settlement
14 Administrator shall email a copy of the Objection forthwith to Class Counsel and Defendants'
15 counsel and attach copies of all Objections to the Declaration it provides Class Counsel, which
16 Class Counsel shall file in support of Plaintiff's Motion for Final Approval. The Objection
17 should set forth in writing: (1) the Objector's name; (2) the Objector's address; (3) the last four
18 digits of the Objector's Social Security Number; (4) the Objector's signature; (5) a statement of
19 whether the Objector plans to appear at the Final Approval Hearing; and (6) the reason(s) for the
20 Objection, along with whatever legal authority, if any, the Objector asserts in support of the
21 Objection. If a Settlement Class Member objects to the Settlement, the Settlement Class Member
22 will remain a member of the Settlement Class and if the Court approves this Agreement, the
23 Settlement Class Member will be bound by the terms of the Settlement in the same way and to
24 the same extent as a Settlement Class Member who does not object. The date of mailing of the
25

1 Class Notice to the objecting Settlement Class Member shall be conclusively determined
2 according to the records of the Settlement Administrator. Settlement Class Members need not
3 object in writing to be heard at the Final Approval Hearing; they may object or comment in
4 person at the hearing at their own expense. Class Counsel and Defendants' Counsel may respond
5 to any objection lodged with the Court up to five (5) court days before the Final Approval
6 Hearing.

7 **C. Requesting Exclusion.**

8 Any Settlement Class Member may request exclusion from (i.e., "opt out" of) the
9 Settlement by mailing a written request to be excluded from the Settlement ("Request for
10 Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline.
11 To be valid, a Request for Exclusion must include: (1) the Class Member's name; (2) the Class
12 Member's Social Security Number; (3) the Class Member's signature; and (4) any statement of
13 similar meaning standing for the proposition that the Class Member does not wish to participate
14 in the Settlement, or the following statement: "Please exclude me from the Settlement Class in
15 the *Munoz Garcia v. All County Environmental & Restoration, Inc., et al.* matter". The
16 Settlement Administrator shall immediately provide copies of all Requests for Exclusion to Class
17 Counsel and Defendants' Counsel and shall report the Requests for Exclusions that it receives,
18 to the Court, in its declaration to be provided in advance of the Final Approval Hearing. Any
19 Settlement Class Member who requests exclusion using this procedure will not be entitled to
20 receive any payment from the Settlement and will not be bound by the Settlement Agreement or
21 have any right to object to, appeal, or comment on the Settlement. Any Settlement Class Member
22 who does not opt out of the Settlement by submitting a timely and valid Request for Exclusion
23 will be bound by all terms of the Settlement, including those pertaining to the Released Claims,
24 as well as any Judgment that may be entered by the Court if Final Approval of the Settlement is
25

1 granted. A Settlement Class Member cannot submit both a Request for Exclusion and an
2 objection. If a Settlement Class Member submits an Objection and a Request for Exclusion, the
3 Request for Exclusion will control and the Objection will be overruled. Settlement Class
4 Members who worked during the PAGA Period as Aggrieved Employees that submit a valid
5 Request for Exclusion will still be deemed Aggrieved Employees, will still receive their
6 Individual PAGA Payments, and will be bound by the release of the PAGA Released Claims.

7 **D. Disputes Regarding Settlement Class Members' Workweek Data.**

8 Each Settlement Class Member may dispute the number of Workweeks attributed to him
9 or her on his or her Class Notice ("Workweek Dispute"). Any such disputes must be mailed to
10 the Settlement Administrator by the Settlement Class Member, postmarked on or before the
11 Response Deadline. The Settlement Administrator shall immediately provide copies of all
12 disputes to counsel for Defendants and shall immediately attempt to resolve all such disputes
13 directly with relevant Settlement Class Member(s) with the assistance of Defendants' Counsel.
14 If the dispute cannot be resolved in this manner, the Court shall adjudicate the dispute.

15 **10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL**
16 **PAGA PAYMENTS**

17 Individual Settlement Payments will be calculated and distributed to Participating Class
18 Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class
19 Members' respective number of Workweeks during the Class Period. Individual PAGA
20 Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees
21 from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective number
22 of Workweeks during the PAGA Period. Specific calculations of the Individual Settlement
23 Shares and Individual PAGA Payments to Aggrieved Employees will be made as follows:

24 **A.** The Settlement Administrator will determine the total number of Workweeks
25

1 worked by each Settlement Class Member during the Class Period ("Class Member's
2 Workweeks"), as well as the aggregate number of Workweeks worked by all Settlement Class
3 Members during the Class Period ("Class Workweeks"). Additionally, the Settlement
4 Administrator will determine the total number of Workweeks worked by each Aggrieved
5 Employee during the PAGA Period ("Aggrieved Employee's Workweeks"), as well as the
6 aggregate number of Workweeks worked by all Aggrieved Employees during the PAGA Period
7 ("PAGA Workweeks").

8 **B.** To determine each Settlement Class Member's Individual Settlement Share, the
9 Settlement Administrator will use the following formula: Individual Settlement Share =
10 $(\text{Settlement Class Member's Workweeks} \div \text{Class Workweeks}) \times \text{Net Settlement Amount}$.

11 **C.** To determine each Participating Class Member's Participating Individual
12 Settlement Share, the Settlement Administrator will determine the aggregate number of
13 Workweeks worked by all Participating Class Members during the Class Period ("Participating
14 Class Workweeks") and use the following formula: Participating Individual Settlement Share =
15 $(\text{Participating Class Member's Workweeks} \div \text{Participating Class Workweeks}) \times \text{Net Settlement}$
16 Amount.

17 **D.** The net amount (after reduction for the employee's share of payroll taxes and
18 other withholdings) of the Participating Individual Settlement Share is to be paid out
19 to Participating Class Members by way of check and is referred to as "Individual Settlement
20 Payment(s)".

21 **E.** To determine each Aggrieved Employee's Individual PAGA Payment, the
22 Settlement Administrator will use the following formula: Aggrieved Employee's Individual
23 PAGA Payment = $(\text{Aggrieved Employee's Workweeks} \div \text{PAGA Workweeks}) \times \$10,000.00$ (the
24 PAGA Payment).

1 F. Individual Settlement Payments and Individual PAGA Payments shall be paid
2 to Participating Class Members and/or Aggrieved Employees by way of check. When a
3 Participating Class Member is also an Aggrieved Employee, one check may be issued that
4 aggregates both the Individual Settlement Payment and the Individual PAGA Payment

5 **11. DISTRIBUTION OF PAYMENTS**

6 **A. Distribution of Individual Settlement Payments.**

7 Participating Class Members will receive an Individual Settlement Payment and
8 Aggrieved Employees will receive an Individual PAGA Payment. Individual Settlement Payment
9 and Individual PAGA Payment checks shall remain valid and negotiable for one hundred and
10 eighty (180) calendar days after the date of their issuance. Within seven (7) calendar days after
11 expiration of the 180-day period, checks for such payments shall be canceled and funds
12 associated with such checks shall be considered unpaid, unclaimed or abandoned cash residue
13 pursuant to Code of Civil Procedure section 384 ("Unpaid Residue"). The Unpaid Residue plus
14 accrued interest, if any, as provided in Code of Civil Procedure section 384, shall be transmitted
15 to Legal Aid at Work for use in Orange County. The Settlement Administrator shall prepare a
16 report regarding the distribution plan pursuant to Code of Civil Procedure section 384 and the
17 report shall be presented to the Court by Class Counsel along with a proposed amended judgment
18 that is consistent with the provisions of Code of Civil Procedure section 384.

19 **B. Funding of Settlement.**

20 Defendants shall, within thirty (30) calendar days of Final Approval Date, make payment
21 of the Gross Settlement Amount and Employer Taxes to the Settlement Administrator pursuant
22 to Internal Revenue Code section 1.468B-1 for deposit in an interest-bearing qualified settlement
23 account ("QSA") with an FDIC insured banking institution, for distribution in accordance with
24 this Agreement and the Court's Orders and subject to the conditions described herein.

1 **C. Time for Distribution.**

2 Within seven (7) calendar days after payment of the full Gross Settlement Amount and
3 Employer Taxes by Defendants, or as soon thereafter as practicable, the Settlement Administrator
4 shall distribute all payments due from the QSA, including: (1) the Service Award to Plaintiff; (2)
5 the Attorneys' Fees and Cost Award to be paid to Class Counsel; (3) the Settlement Administrator
6 Costs; (4) the LWDA Payment; and (5) Individual PAGA Payments to Aggrieved Employees;
7 and (6) Individual Settlement Payments to Participating Class Members, less applicable taxes
8 and withholdings. All interest accrued shall be for the benefit of the Class Members and
9 distributed on a *pro rata* basis to Participating Class Members based on the number of
10 Workweeks worked by them in the Class Period.

11 **12. ATTORNEYS' FEES AND LITIGATION COSTS**

12 Class Counsel shall apply for, and Defendants shall not oppose, an award of attorneys'
13 fees of up to 35% of the Gross Settlement Amount, which amounts to Two Hundred Seventy
14 Five Thousand One Hundred Seventy Two Dollars and Forty-Five Cents (\$275,172.45)
15 ("Attorneys' Fees"). Class Counsel shall further apply for, and Defendants shall not oppose, an
16 application or motion by Class Counsel for reimbursement of actual costs associated with Class
17 Counsel's prosecution of this matter as set forth by declaration testimony in an amount up to
18 Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) ("Cost Award"). Awards of the
19 Attorneys' Fees and Cost Award shall be paid out of the Gross Settlement Amount, for all past
20 and future attorneys' fees and costs necessary to prosecute, settle, and obtain Final Approval of
21 the settlement in Action. The "future" aspect of the amounts stated herein includes, without
22 limitation, all time and expenses expended by Class Counsel (including any appeals therein).
23 There will be no additional charge of any kind to either the Settlement Class Memebtrs or request
24 for additional consideration from Defendants for such work, unless, Defendants fail to fully fund
25

the Gross Settlement Amount and Employer Taxes and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement. Should the Court approve an award of Attorneys' Fees and/or Cost Award in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

13. SERVICE AWARD TO PLAINTIFF

Named Plaintiff shall seek, and Defendants shall not oppose, a Service Award in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff, for participation in and assistance with the Action. Any Service Award awarded to Plaintiff shall be paid from the Gross Settlement Amount and shall be reported on an IRS Form 1099. If the Court approves the Service Award to Plaintiff in less than the amounts sought herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

14. TAXATION AND ALLOCATION

a. Each Individual Settlement Share shall be allocated as follows: 20% as wages (to be reported on an IRS Form W2); and 80% as interest and penalties (to be reported on an IRS Form 1099). Each Individual PAGA Payment shall be allocated entirely as penalties. The Parties agree that the employees' share of taxes and withholdings with respect to the wage-portion of the Individual Settlement Share will be withheld from the Individual Settlement Share in order to yield the Individual Settlement Payment. The amount of federal income tax withholding will be based upon a flat withholding rate for supplemental wage payments in accordance with Treasury Regulation § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be made pursuant to applicable state and/or local withholding codes or regulations.

b. Forms W-2 and/or Forms 1099 will be distributed by the Settlement Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the

1 "Code") and consistent with this Agreement. If the Code, the regulations promulgated
2 thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes
3 set forth in this Section may be modified in a manner to bring Defendants into compliance with
4 any such changes.

5 c. All Employer Taxes shall be paid by Defendants separate, apart, and in addition
6 to the Gross Settlement Amount. Defendants shall remain liable to pay the employer's share of
7 payroll taxes as described above.

8 d. Neither Counsel for Plaintiff nor Defendants intend anything contained in this
9 Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement
10 be relied upon as such within the meaning of United States Treasury Department Circular 230
11 (31 C.F.R. Part 10, as amended) or otherwise.

12 **15. PRIVATE ATTORNEYS' GENERAL ACT ALLOCATION**

13 The Parties agree to allocate Forty Thousand Dollars and Zero Cents (\$40,000.00) of the
14 Gross Settlement Amount toward PAGA penalties (i.e., the PAGA Settlement Amount).
15 Pursuant to the PAGA, seventy-five percent (75%) of the PAGA Settlement Amount
16 (\$30,000.00) will be paid to the LWDA and twenty-five percent (25%) (\$10,000.00) will be
17 distributed to Aggrieved Employees on a *pro rata* basis based upon their respective Workweeks
18 worked as Aggrieved Employees during the PAGA Period.

19 **16. COURT APPROVAL**

20 This Agreement is contingent upon an order by the Court granting Final Approval of the
21 Settlement, and that the LWDA does not intervene and object to the Settlement. In the event it
22 becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties
23 shall be restored to their respective positions in the Action prior to entry of this Settlement. If
24 this Settlement Agreement is voided, not approved by the Court, or approval is reversed on
25

1 appeal, it shall have no force or effect and no Party shall be bound by its terms except to the
2 extent: (a) the Court reserves any authority to issue any appropriate orders when denying
3 approval; and/or (b) there are any terms and conditions in this Settlement Agreement specifically
4 stated to survive the Settlement Agreement being voided or not approved, and which control in
5 such an event.

6 **17. INCREASE IN WORKWEEKS**

7 Defendants represent that there are no more than 18,499 Workweeks worked during the
8 Class Period. In the event the number of Workweeks worked increases by more than 5%, or 925
9 Workweeks during the Class Period, then the Class Period and PAGA Period shall end on the
10 date the number of Workweeks reaches 19,424 Workweeks. The Gross Settlement Amount shall
11 not be reduced as a result of the total Workweeks falling below Defendants' estimate of 18,499
12 Workweeks.

13 **18. NOTICE OF JUDGMENT**

14 In addition to any duties set out herein, the Settlement Administrator shall provide notice
15 of the Final Judgment entered in the Action by posting the same on its website for a period of no
16 less than one (1) year after the Final Judgment is entered.

17 **19. MISCELLANEOUS PROVISIONS**

18 **A. Interpretation of the Agreement.**

19 This Agreement constitutes the entire agreement between the Parties with respect to its
20 subject matter. Except as expressly provided herein, this Agreement has not been executed in
21 reliance upon any other written or oral representations or terms, and no such extrinsic oral or
22 written representations or terms shall modify, vary or contradict its terms. In entering into this
23 Agreement, the Parties agree that this Agreement is to be construed according to its terms and
24 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and
25

1 enforced under the laws of the State of California, both in its procedural and substantive aspects,
2 without regard to its conflict of law provisions. Any claim arising out of or relating to the
3 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior
4 Court of the State of California for the County of Orange, and Plaintiff and Defendants hereby
5 consent to the personal jurisdiction of the Court in the Action over it solely in connection
6 therewith. The foregoing is only limited to disputes concerning this Agreement. The Parties,
7 and each of them, participated in the negotiation and drafting of this Agreement and had available
8 to them the advice and assistance of independent counsel. As such, neither Plaintiff nor
9 Defendants may claim that any ambiguity in this Agreement should be construed against the
10 other. The Agreement may be modified only by a writing signed by counsel for the Parties and
11 approved by the Court.

12 **B. Further Cooperation.**

13 The Parties and their respective attorneys shall proceed diligently to prepare and execute
14 all documents, to seek the necessary approvals from the Court, and to do all things reasonably
15 necessary to consummate the Settlement as expeditiously as possible. The Parties agree that they
16 will not take any action inconsistent with this Agreement, including, without limitation,
17 encouraging Class Members to opt out of the Settlement.

18 **C. Counterparts.**

19 The Agreement may be executed in one or more actual or non-original counterparts, all
20 of which will be considered one and the same instrument and all of which will be considered
21 duplicate originals.

22 **D. Authority.**

23 Each individual signing below warrants that he or she has the authority to execute this
24 Agreement on behalf of the Party for whom or which that individual signs.
25

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25

- 2
- 3
- 4

5

6
7

8

9
10
11
12
13
14

15

16
17
18
19
20

21

1

23

1 **E. No Third-Party Beneficiaries.**

2 Plaintiff, Participating Class Members, Aggrieved Employees, the State of California,
3 Class Counsel, and Defendants are direct beneficiaries of this Agreement, but there are no third-
4 party beneficiaries.

5 **F. Deadlines Falling on Weekends or Holidays.**

6 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
7 or legal holiday, that deadline shall be continued until the following business day.

8 **G. Jurisdiction of the Court**

9 Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
10 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms
11 of this Settlement Agreement and all orders and judgments entered in connection therewith,
12 and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of
13 interpreting, implementing, and enforcing the settlement embodied in this Settlement
14 Agreement and all orders and judgments entered in connection therewith.

15 **H. Severability.**

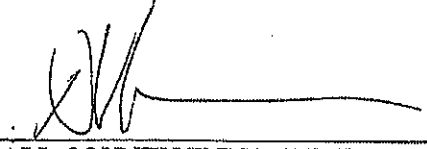
16 In the event that one or more of the provisions contained in this Agreement shall for any
17 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
18 unenforceability shall in no way effect any other provision if Defendants' Counsel and Class
19 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed
20 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

21 **IT IS SO AGREED:**

22 Dated: 10-19, 2023 ~~Don~~ Moreno Valley
23 DONALDO MUNOZ GARCIA
24 Plaintiff and Class Representative

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

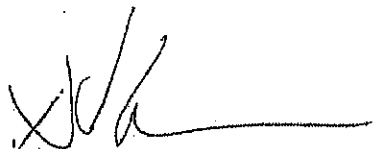
Dated: October 19, 2023


ALL COUNTY ENVIRONMENTAL &
RESTORATION, INC.
Defendant

By: Donald Moser

Its: _____

Dated: October 19, 2022


DONALD MOSER
Defendant

By: Donald Moser

Its: _____

AGREED AS TO FORM:

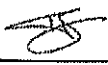
Dated: _____, 2023

DAVID D. BIBIYAN
VEDANG J. PATEL
Co-Counsel for Plaintiff DONALDO MUNOZ
GARCIA

Dated: _____, 2023

MICHAEL NOURMAND
JAMES A. DE SARIO
Co-Counsel for Plaintiff DONALDO
MUNOZ GARCIA

Dated: October 19, 2023


HANNAH SWEISS
Counsel for Defendants ALL COUNTY
ENVIRONMENTAL & RESTORATION,
INC.; and DONALD MOSER

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Dated: _____, 2023

ALL COUNTY ENVIRONMENTAL &
RESTORATION, INC.
Defendant

By: _____

Its: _____

Dated: _____, 2022

DONALD MOSER
Defendant

By: _____

Its: _____

AGREED AS TO FORM:

Dated: October 19, 2023

Vedang J. Patel
DAVID D. BIBIYAN
VEDANG J. PATEL
Co-Counsel for Plaintiff DONALDO MUNOZ
GARCIA

Dated: 10/11, 2023

W
MICHAEL NOURMAND
JAMES A. DE SARIO
Co-Counsel for Plaintiff DONALDO
MUNOZ GARCIA

Dated: _____, 2023

HANNAH SWEISS
Counsel for Defendants ALL COUNTY
ENVIRONMENTAL & RESTORATION,
INC.; and DONALD MOSER

1
2
3
4
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 2

1 **BIBIYAN LAW GROUP, P.C.**
David D. Bibiyan (SBN 287811)
2 *david@tomorrowlaw.com*
Vedang J. Patel (SBN 328647)
3 *vedang@tomorrowlaw.com*
Andrew T. Magaline (SBN 290413)
4 *andrew@tomorrowlaw.com*
1460 Westwood Boulevard
5 Los Angeles, California 90024
Tel: (310) 438-5555; Fax: (310) 300-1705
6

7 **THE NOURMAND LAW FIRM, APC**
Michael Nourmand, Esq. (SBN 198439)
mnourmand@nourmandlawfirm.com
8 James A. De Sario, Esq. (SBN 262552)
jdesario@nourmandlawfirm.com
9 8822 West Olympic Boulevard
Beverly Hills, California 90211
10

11 Attorneys for Plaintiff, DONALDO MUNOZ GARCIA,
on behalf of himself and all others similarly situated and aggrieved
12

13 *Additional Counsel Listed on Next Page*

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF ORANGE**

16 DONALDO MUNOZ GARCIA, an
individual and on behalf of all others
17 similarly situated,

18
19 Plaintiff,

20 v.

21 ALL COUNTY ENVIRONMENTAL &
RESTORATION, INC., a California
22 corporation; DONALD MOSER, an
individual; and DOES 1 through 100,
23 inclusive,

24
25 Defendants.
26

CASE NO.: 30-2021-01236384-CU-OE-
CXC

[Assigned for all purposes to the Hon.
Melissa R. McCormick in Dept. CX 104]

CLASS ACTION

**AMENDMENT TO JOINT
STIPULATION RE: CLASS ACTION
AND REPRESENTATIVE ACTION
SETTLEMENT**

Action Filed: December 14, 2021
Trial Date: None set

1 **Fisher & Phillips LLP**
Hannah Sweiss
2 *hsweiss@fisherphillips.com*
444 South Flower Street, Suite 1500
3 Los Angeles, CA 90071
Tel: (213) 330-4500; Fax (213) 330-4501

4
5 Attorney for Defendants, ALL COUNTY ENVIRONMENTAL
& RESTORATION, Inc. and DONALD MOSER

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Pursuant to this Court's January 18, 2024 order continuing the hearing on plaintiff Donaldo Munoz Garcia's ("Plaintiff") motion for Preliminary Approval of Class Action and Representative Action Settlement and Provisional Class Certification for Settlement Purposes Only, Plaintiff and defendants ALL COUNTY ENVIRONMENTAL & RESTORATION, INC., and DONALD MOSER (collectively "Defendants") hereby agree to the following amendments to the Joint Stipulation re: Class Action and Representative Action Settlement:

1. Paragraph 1B shall be modified to now state "Aggrieved Employees" means all individuals who work or worked for Defendants during the PAGA Period as non-exempt, hourly-paid employees in California."
2. Paragraph 1D shall be modified to now state: "Class Period" means December 14, 2017 through the date the Court grants Preliminary Approval of the Class and PAGA Settlement, unless Defendants elect to shorten the Class Period pursuant to this Agreement.
3. Paragraph 1S shall be modified to now state: "PAGA Payment" is the 25% portion of the PAGA Settlement Amount, (i.e., \$10,000) that will be paid to Aggrieved Employees on a pro rata basis based on the PAGA Pay Periods worked as non-exempt, hourly-paid employees in California in the PAGA Period, which would be in addition to their Individual Settlement Payment if they are Participating Class Members, as well.
4. Paragraph 1U shall be modified to now state: "PAGA Settlement Amount" means the amount of Forty Thousand Dollars and Zero Cents (\$40,000.00) which the Parties agree shall be allocated toward the resolution of the PAGA claim which is to be paid from the Gross Settlement Amount. Pursuant to Labor Code section 2699.3, Seventy-Five percent (75%) of the PAGA Settlement Amount, or Thirty Thousand Dollars and Zero Cents (\$30,000.00), will be paid to the LWDA (i.e., the LWDA Payment) and Twenty-Five percent (25%) of the PAGA Settlement Amount, or Ten Thousand Dollars and Zero Cents (\$10,000.00), will be paid to Aggrieved Employees on a pro rata basis based on the PAGA Pay Periods worked for Defendants as a non-exempt, hourly-paid employee in California in the PAGA Period (i.e. the PAGA Payment)."

- 1 5. Paragraph 1(AA) shall be modified to now state: "Response Deadline" means the deadline
2 for Settlement Class Members to mail any Requests for Exclusion, Objections, or
3 Workweek/PAGA Pay Period Disputes to the Settlement Administrator, which is sixty
4 (60) calendar days from the date that the Class Notice is first mailed in English and
5 Spanish by the Settlement Administrator, unless a Class Member's notice is re-mailed. In
6 such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-
7 mailing, or sixty (60) calendar days from the date of the initial mailing, whichever is later.
8 The date of the postmark shall be the exclusive means for determining whether a Request
9 for Exclusion, Objection, or Workweek/ PAGA Pay Period Dispute was submitted by the
10 Response Deadline.
- 11 6. The following shall be added as Paragraph 1HH: "PAGA Pay Periods" means any Pay
12 Period during which an Aggrieved Employee worked for Defendants for at least one day
13 during the PAGA Period.
- 14 7. The following shall be added as Paragraph 1II: "Effective Date" means the date by when
15 both of the following have occurred: (a) the Court enters a Judgment on its Order Granting
16 Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of
17 the latest of the following occurrences: (a) if no Participating Class Member objects to the
18 Settlement, the day the Court enters Judgment; (b) if one or more Participating Class
19 Members objects to the Settlement, the day after the deadline for filing a notice of appeal
20 from the Judgment; or if a timely appeal from the Judgment is filed, the day after the
21 appellate court affirms the Judgment and issues a remittitur.
- 22 8. Paragraph 5 shall be modified to now state: "After full execution of this Agreement,
23 Plaintiff will move for an order granting preliminary approval of the Settlement, approving
24 and directing the mailing of the proposed Class Notice attached hereto as Exhibit "A",
25 conditionally certifying the Settlement Class for settlement purposes only, and approving
26 the deadlines proposed by the Parties for the submission of Requests for Exclusion,
27 Workweek/ PAGA Pay Period Disputes, and Objections. If and when the Court
28 preliminarily approves the Settlement, and after administration of the Class Notice in a

1 manner consistent with the Court's Preliminary Approval Order, Plaintiff will move for an
2 order finally approving the Settlement and seek entry of a Judgment in line with this
3 Settlement. The Parties may both respond to any Objections lodged to final approval of the
4 Settlement up to five (5) court days before the Final Approval Hearing. Class Counsel and
5 Defendants' Counsel shall file with the Court all disputes submitted by Class Members, the
6 evidence submitted, and the resolution of the disputes, and the Court may review any
7 decision made by counsel or the Settlement Administrator regarding a claim dispute.

8 9. Paragraph 7B shall be modified to now state: "Effective upon the funding of the Gross
9 Settlement Amount (which shall occur no later than 30 days after the Effective Date) and
10 Employer Taxes, Plaintiff and all Participating Class Members release all claims against
11 the Released Parties asserted in the Operative Complaint filed in the Action, or any and all
12 claims that could have been asserted against the Released Parties based on the factual
13 allegations in the Operative Complaint. For the duration of the Class Period, the release
14 includes the following claims which were alleged in the Operative Complaint: (1) all
15 claims for failure to pay overtime wages; (2) all claims for failure to pay minimum wages;
16 (3) all claims for failure to provide meal periods or compensation in lieu thereof; (4) all
17 claims for failure to provide rest periods or compensation in lieu thereof; (5) all claims for
18 failure to pay all wages due upon separation from employment; (6) all claims for failure to
19 issue accurate and compliant wage statements; and (7) all claims for failure to indemnify;
20 and (8) all claims asserted through California Business & Professions Code section 17200,
21 *et seq.* arising out of the Labor Code violations referenced in the Complaint (the "Class
22 Released Claims").

23 10. Paragraph 7C shall be modified to now state: "Effective upon the funding of the Gross
24 Settlement Amount (which shall occur no later than 30 days after the Effective Date) and
25 Employer Taxes, all Aggrieved Employees, and, to the extent permitted by law, the State
26 of California, are deemed to release, all claims asserted in the PAGA Notice and thereafter
27 alleged in the Operative Complaint for civil penalties pursuant to PAGA, or that could
28 have been alleged based on the factual allegations in the PAGA Notice and Operative

1 Complaint, pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in
2 connection with alleged violations of Labor Code sections 96, 98.6, 200, 201, 202, 203,
3 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510, 512, 558, 1102.5,
4 1174, 1174.5, 1194, 1197, 1197.5, 1198.5, 2699, 2802, and 2810.5 (the "PAGA Released
5 Claims"). The Class Released Claims and PAGA Released Claims shall be referred to
6 herein as the "Released Claims".

7 11. Paragraph 7E shall be modified to now state: "Effective upon the funding of the Gross
8 Settlement Amount (which shall occur no later than 30 days after the Effective Date) and
9 Employer Taxes, Plaintiff, and Plaintiff's respective former and present spouses,
10 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
11 release the additional following General Release: Plaintiff releases the Released Parties
12 from all claims, transactions, occurrences, demands, rights, liabilities and causes of action
13 of every nature and description whatsoever, known or unknown, asserted or that might
14 have been asserted, whether in tort, contract, or for violation of any state or federal statute,
15 rule, law or regulation arising out of, relating to, or in connection with any act or omission
16 of the Released Parties through the date of full execution of this Agreement in connection
17 with Plaintiff's employment with Defendants or the termination thereof, except for any and
18 all other claims that may not be released as a matter of law through this Agreement. This
19 General Release includes, without limitation: (1) all claims for violation of any federal,
20 state or local statute, ordinance or regulation relating to employment benefits, leaves of
21 absence, or discrimination, harassment, retaliation, or whistleblowing in employment,
22 specifically including, without limitation, the California Fair Employment and Housing
23 Act, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the
24 Family and Medical Leave Act, the Age Discrimination in Employment Act, the Older
25 Workers Benefit Protection Act, the Genetic Information Nondiscrimination Act, the
26 Americans with Disabilities Act, and the Employee Retirement Income Security Act, the
27 Consolidated Omnibus Budget Reconciliation Act, the Securities Act, the Immigration
28 Reform and Control Act the Worker Adjustment and Retraining Notification Act of 1988,

1 the California Worker Adjustment and Retraining Notification Act, the Uniformed Service
2 Employment and Reemployment Rights Act, and any regulation of any administrative
3 agency or governmental authority relating to employment benefits or discrimination or
4 harassment or retaliation in employment; (2) all claims for failure to pay minimum or
5 overtime wages, failure to timely pay wages, failure to provide accurate itemized wage
6 statements, failure to maintain accurate records, failure to reimburse business expenses,
7 failure to provide meal periods or rest breaks, failure to provide paid sick leave, failure to
8 post notice of paydays and time and place of payment, and any claim for violations of the
9 California Labor Code, California's Business and Professions Code § 17200 et seq., and
10 the applicable California Industrial Welfare Commission Wage Order; (3) any non-
11 statutory tort or contractual claim, including all claims for breach of oral, implied or
12 written contract, breach of implied covenant of good faith and fair dealing, negligent or
13 intentional infliction of emotional distress, and conversion; (4) all claims for wrongful
14 termination of employment; (5) all claims for wages, penalties and/or benefits; and (6) all
15 claims for attorneys' fees and costs. Plaintiff's General Release does not extend to any
16 claims or actions to enforce this Agreement, or to any claims for vested benefits,
17 unemployment benefits, disability benefits, social security benefits, workers' compensation
18 benefits that arose at any time. Plaintiff acknowledges that he may discover facts or law
19 different from, or in addition to, the facts or law that Plaintiff now know or believe to be
20 true but agree, nonetheless, that Plaintiff's General Release shall be and remain effective in
21 all respects, notwithstanding such different or additional facts or their discovery of them.
22 To the extent of the General Release provided herein, Plaintiff stipulates and agrees that,
23 upon entry of an Order granting Final Approval of the Settlement, entry of Judgment, and
24 payment by Defendants to the Settlement Administrator selected of the full Gross
25 Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, he shall
26 have expressly waived and relinquished, to the fullest extent permitted by law, the
27 provisions, rights and benefits of Section 1542 of the California Civil Code, or any other
28 similar provision under federal or state

1 law, which provides:

2 A general release does not extend to claims that the creditor or
3 releasing party does not know or suspect to exist in his or her
4 favor at the time of executing the release and that, if known by
5 him or her, would have materially affected his or her settlement
6 with the debtor or released party.

7 12. Paragraph 9A(2)(j) shall be modified to now state: "that the Settlement Class Member
8 must notify the Settlement Administrator no later than the Response Deadline if the
9 Settlement Class Member disputes the accuracy of the number of Workweeks and/or
10 PAGA Pay Periods as set forth on his or her Class Notice ("Workweek/ PAGA Pay Period
11 Dispute"). If a Settlement Class Member fails to timely dispute the number of Workweeks
12 and/or PAGA Pay Periods attributed to him or her in conformity with the instructions in
13 the Class Notice, then he or she shall be deemed to have waived any objection to its
14 accuracy and any claim to any additional settlement payment based on different data."

15 13. Paragraph 9(B) shall be modified to now state: Only Participating Class Members may
16 object to the Settlement. In order for any Settlement Class Member to object to this
17 Settlement in writing, or any term of it, he or she must do so by mailing a written objection
18 to the Settlement Administrator at the address provided on the Class Notice no later than
19 the Response Deadline. The Settlement Administrator shall email a copy of the Objection
20 forthwith to Class Counsel and Defendants' counsel and attach copies of all Objections to
21 the Declaration it provides Class Counsel, which Class Counsel shall file in support of
22 Plaintiff's Motion for Final Approval. The Objection should set forth in writing: (1) the
23 Objector's name; (2) the Objector's address; (3) the last four digits of the Objector's Social
24 Security Number; (4) the Objector's signature; and (5) the reason(s) for the Objection the
25 Objector asserts in support of the Objection. If a Settlement Class Member objects to the
26 Settlement, the Settlement Class Member will remain a member of the Settlement Class
27 and if the Court approves this Agreement, the Settlement Class Member will be bound by
28 the terms of the Settlement in the same way and to the same extent as a Settlement Class

1 Member who does not object. The date of mailing of the Class Notice to the objecting
2 Settlement Class Member shall be conclusively determined according to the records of the
3 Settlement Administrator. Settlement Class Members need not object in writing to be
4 heard at the Final Approval Hearing; they may object or comment in person at the hearing
5 at their own expense. Class Counsel and Defendants' Counsel may respond to any
6 objection lodged with the Court up to five (5) court days before the Final Approval
7 Hearing.

8 14. Paragraph 9(C) shall be modified to now state: "Any Settlement Class Member may
9 request exclusion from (i.e., "opt out" of) the Settlement by mailing a written request to be
10 excluded from the Settlement ("Request for Exclusion") to the Settlement Administrator,
11 postmarked on or before the Response Deadline. To be valid, a Request for Exclusion must
12 include: (1) the Class Member's name; (2) the last four digits of the Class Member's Social
13 Security Number; (3) the Class Member's signature; and (4) any statement of similar
14 meaning standing for the proposition that the Class Member does not wish to participate in
15 the Settlement, or the following statement: "Please exclude me from the Settlement Class
16 in the *Munoz Garcia v. All County Environmental & Restoration, Inc., et al.* matter". The
17 Settlement Administrator shall immediately provide copies of all Requests for Exclusion to
18 Class Counsel and Defendants' Counsel and shall report the Requests for Exclusions that it
19 receives, to the Court, in its declaration to be provided in advance of the Final Approval
20 Hearing. Any Settlement Class Member who requests exclusion using this procedure will
21 not be entitled to receive any payment from the Settlement and will not be bound by the
22 Settlement Agreement or have any right to object to, appeal, or comment on the
23 Settlement. Any Settlement Class Member who does not opt out of the Settlement by
24 submitting a timely and valid Request for Exclusion will be bound by all terms of the
25 Settlement, including those pertaining to the Released Claims, as well as any Judgment
26 that may be entered by the Court if Final Approval of the Settlement is granted. A
27 Settlement Class Member cannot submit both a Request for Exclusion and an objection. If
28 a Settlement Class Member submits an Objection and a Request for Exclusion, the Request

1 for Exclusion will control and the Objection will be overruled. Settlement Class Members
2 who worked during the PAGA Period as Aggrieved Employees that submit a valid Request
3 for Exclusion will still be deemed Aggrieved Employees, will still receive their Individual
4 PAGA Payments, and will be bound by the release of the PAGA Released Claims."

5 15. Paragraph 9(D) shall be modified to now state: Each Settlement Class Member and
6 Aggrieved Employee may dispute the number of Workweeks and/or PAGA Pay Periods
7 attributed to him or her on his or her Class Notice ("Workweek/PAGA Pay Period
8 Dispute"). Any such disputes must be mailed to the Settlement Administrator by the
9 Settlement Class Member, postmarked on or before the Response Deadline. The
10 Settlement Administrator shall immediately provide copies of all disputes to counsel for
11 Defendants and shall immediately attempt to resolve all such disputes directly with
12 relevant Settlement Class Member(s) and/or Aggrieved Employee(s) with the assistance of
13 Defendants' Counsel. If the dispute cannot be resolved in this manner, the Court shall
14 adjudicate the dispute. The Parties shall file with the Court all Workweek/PAGA Pay
15 Period Disputes, any evidence provided by a Settlement Class Member and/or Aggrieved
16 Employee, and any resolution of the dispute. The Court may review any decision made by
17 the Parties or the Settlement Administrator regarding a Workweek/PAGA Pay Period
18 Dispute.

19 16. Paragraph 10 shall be modified to now state: "Individual Settlement Payments will be
20 calculated and distributed to Participating Class Members from the Net Settlement Amount
21 on a *pro rata* basis, based on the Participating Class Members' respective number of
22 Workweeks during the Class Period. Individual PAGA Payments to Aggrieved Employees
23 will be calculated and distributed to Aggrieved Employees from the PAGA Payment on a
24 *pro rata* basis based on Aggrieved Employees' respective number of PAGA Pay Periods
25 during the PAGA Period. Specific calculations of the Individual Settlement
26 Shares/Payments and Individual PAGA Payments to Aggrieved Employees will be made
27 as follows:"
28

1 17. Paragraph 10(A) shall be modified to now state: "The Settlement Administrator will
2 determine the total number of Workweeks worked by each Settlement Class Member
3 during the Class Period ("Class Member's Workweeks"), as well as the aggregate number
4 of Workweeks worked by all Settlement Class Members during the Class Period ("Class
5 Workweeks"). Additionally, the Settlement Administrator will determine the total number
6 of PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period
7 ("Aggrieved Employee's Pay Periods"), as well as the aggregate number of PAGA Pay
8 Periods worked by all Aggrieved Employees during the PAGA Period.

9 18. Paragraph 10(E) shall be modified to now state: To determine each Aggrieved Employee's
10 Individual PAGA Payment, the Settlement Administrator will use the following formula:
11 Aggrieved Employee's Individual PAGA Payment = (Aggrieved Employee's PAGA Pay
12 Periods ÷ total number of pay periods worked by all Aggrieved Employees during the
13 PAGA Period) x \$10,000.00 (the PAGA Payment).

14 19. Paragraph 11A shall be modified to now state: Participating Class Members will receive an
15 Individual Settlement Payment and Aggrieved Employees will receive an Individual
16 PAGA Payment. Individual Settlement Payment and Individual PAGA Payment checks
17 shall remain valid and negotiable for one hundred and eighty (180) calendar days after the
18 date of their issuance. Within seven (7) calendar days after expiration of the 180-day
19 period, checks for such payments shall be canceled and funds associated with such checks
20 shall be transmitted to the California Controller's Office, Unclaimed Property Fund to be
21 held in the name of each Participating Class Member and Aggrieved Employee. The
22 Settlement Administrator shall conduct a skip-trace on any returned checks.¹

23 20. Paragraph 11B shall be modified to now state: Defendants shall, within thirty (30) calendar
24 days after the Effective Date, make payment of the Gross Settlement Amount and
25

26 ¹ Paragraph 9(A)(3) provides for skip tracing of returned mail ("If a Class Notice from the initial notice
27 mailing is returned as undeliverable, the Settlement Administrator will attempt to obtain a current address
28 for the Settlement Class Member to whom the returned Class Notice had been mailed, within five (5) calendar
days of receipt of the returned Class Notice, by undertaking skip trace.")

1 Employer Taxes to the Settlement Administrator pursuant to Internal Revenue Code
2 section 1.468B-1 for deposit in an interest-bearing qualified settlement account ("QSA")
3 with an FDIC insured banking institution, for distribution in accordance with this
4 Agreement and the Court's Orders and subject to the conditions described herein.

5 21. Paragraph 11C shall be modified to now state: Within seven (7) calendar days after
6 payment of the full Gross Settlement Amount and Employer Taxes by Defendants, or as
7 soon thereafter as practicable, the Settlement Administrator shall distribute all payments
8 due from the QSA, including: (1) the Service Award to Plaintiff; (2) the Attorneys' Fees
9 and Cost Award to be paid to Class Counsel; (3) the Settlement Administrator Costs; (4)
10 the LWDA Payment; and (5) Individual PAGA Payments to Aggrieved Employees; and
11 (6) Individual Settlement Payments to Participating Class Members, less applicable taxes
12 and withholdings. All interest accrued shall be for the benefit of the Class Members and
13 Aggrieved Employees and distributed on a pro rata basis to Participating Class Members
14 and Aggrieved Employees based on the number of Workweeks and PAGA Pay Periods
15 worked by them in the Class Period and PAGA Period.

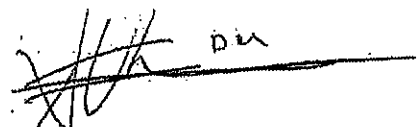
16 22. The following shall be added to paragraph 18: The Settlement Administrator shall also post
17 on its website all key case documents pertaining to the Settlement, including the operative
18 complaint, the PAGA Notice Letter, the Settlement Agreement, any amendments thereto,
19 the Notice, the orders granting preliminary approval and final approval, and the Judgment.
20 The Judgment shall remain posted on the Settlement Administrator's website for at least
21 180 days.

22 23. Paragraph 19A shall be modified to now state: "This Agreement, and the Amendment
23 attached hereto as Exhibit B (together, the "Agreement"), constitute the entire agreement
24 between the Parties with respect to its and their subject matter. Except as expressly
25 provided herein, the Agreement has not been executed in reliance upon any other written
26 or oral representations or terms, and no such extrinsic oral or written representations or
27 terms shall modify, vary or contradict their terms. In entering into the Agreement, the
28 Parties agree that the Agreement is to be construed according to the Agreement's terms and

1 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted
2 and enforced under the laws of the State of California, both in its procedural and
3 substantive aspects, without regard to its conflict of law provisions. Any claim arising out
4 of or relating to the Agreement, or the subject matter hereof, will be resolved solely and
5 exclusively in the Superior Court of the State of California for the County of Orange, and
6 Plaintiff and Defendants hereby consent to the personal jurisdiction of the Court in the
7 Action over it solely in connection therewith. The foregoing is only limited to disputes
8 concerning the Agreement. The Parties, and each of them, participated in the negotiation
9 and drafting of the Agreement and had available to them the advice and assistance of
10 independent counsel. As such, neither Plaintiff nor Defendants may claim that any
11 ambiguity in the Agreement should be construed against the other. The Agreement may be
12 modified only by a writing signed by counsel for the Parties and approved by the Court."

13
14 **IT IS SO AGREED:**

15
16 Dated: May 21, 2024


DONALDO MUNOZ GARCIA
Plaintiff and Class Representative

17
18
19
20 Dated: May 21, 2024


ALL COUNTY ENVIRONMENTAL &
RESTORATION, INC.
Defendant

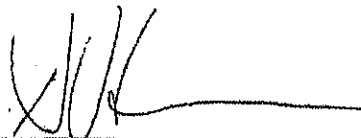
21
22 By: Donald V. Moser

23 Its: President
24
25
26

27 ///

28 ///

1 Dated: May 21, 2024


DONALD MOSER
Defendant

By: Donald V. Moser

Its: President

2
3
4
5 **AGREED AS TO FORM:**

6
7 Dated: May 3, 2024

Vedang J. Patel
DAVID D. BIBIYAN
VEDANG J. PATEL
Co-Counsel for Plaintiff DONALDO MUNOZ
GARCIA

8
9
10
11 Dated: May 3, 2024

/s/ Michael Nourmand

MICHAEL NOURMAND
JAMES A. DE SARIO
Co-Counsel for Plaintiff DONALDO
MUNOZ GARCIA

12
13
14
15
16 Dated: May 3, 2024

/s/ Hannah Sweiss

HANNAH SWEISS
Counsel for Defendants ALL COUNTY
ENVIRONMENTAL & RESTORATION,
INC.; and DONALD MOSER

1
2
3
4
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 3

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT AND DATE FOR FINAL APPROVAL HEARING

Garcia v. All County Environmental & Restoration, Inc., et al.

(County of Orange, California Superior Court Case No. 30-2021-01236384-CU-OE-CXC)

As a current or former non-exempt California employee of All County Environmental & Restoration, Inc and Donald Moser, you may be entitled to receive money from a class action and PAGA settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of a class action and PAGA lawsuit. If you are a Class Member or Aggrieved Employee, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action and PAGA Settlement because the records of All County Environmental & Restoration, Inc. and Donald Moser ("Defendants"), show that you are a "Class Member" and/or "Aggrieved Employee" and, therefore, entitled to a payment from this class action and PAGA settlement. Class Members are all current and former non-exempt hourly-paid employees who worked in California for Defendants at any time during the period from December 14, 2017 through the date of Preliminary Approval, unless Defendants elect to shorten the Class Period ("Class Period"). Aggrieved Employees are all individuals who work or worked for Defendants as non-exempt, hourly-paid employees in California from December 14, 2020 through the end of the Class Period.

- The settlement is to resolve a class action and PAGA lawsuit, *Garcia v. All County Environmental & Restoration, Inc., et al.* pending in the Superior Court of California for the County of Orange, Case Number 30-2021-01236384-CU-OE-CXC (the "Lawsuit"), which alleges that Defendants: (1) failed to pay overtime wages; (2) failed to pay minimum wages; (3) failed to provide meal periods or compensation in lieu thereof; (4) failed to provide rest periods or compensation in lieu thereof; (5) failed to pay all wages due upon separation from employment; (6) failed to issue accurate and compliant wage statements; (7) failed to indemnify; and (8) engaged in unfair competition within the meaning of Business and Professions Code section 17200.
- Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiff also seeks penalties under California Labor Code Private Attorneys' General Act ("PAGA"). PAGA authorizes aggrieved employees to file lawsuits to recover civil penalties on behalf of themselves, other employees, and the State of California for Labor Code violations. Of the civil penalties recovered, 75 percent goes to the Labor and Workforce Development Agency ("LWDA"), and the remaining 25 percent goes to the aggrieved employees.
- On _____, the Orange County Superior Court granted preliminary approval of this class action and PAGA settlement and ordered that all Class Members and Aggrieved Employees be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendants vigorously deny the claims in the Lawsuit and contend that they fully complied with all applicable laws.
- The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

- If you worked for Defendants during the Class Period and/or the PAGA Period, you have options under the Settlement. Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	If you do nothing, you will be a Participating Class Member, eligible for an Individual Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
OPT OUT OF THE CLASS SETTLEMENT (BUT YOU CANNOT OPT OUT OF THE PAGA SETTLEMENT) THE OPT-OUT DEADLINE IS _____	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims. If you worked at any time from December 14, 2020 through the end of the class period, ("PAGA Period") as a non-exempt, employee of Defendants, then you will be deemed an "Aggrieved Employee" and you will still receive your share of the proceeds available from the settlement of the PAGA Released Claims, defined below, (your "Individual PAGA Payment") even if you opt out of the class settlement.
OBJECT TO THE CLASS SETTLEMENT (BUT YOU CANNOT OBJECT TO THE PAGA SETTLEMENT) WRITTEN OBJECTIONS MUST BE SUBMITTED BY _____	All Class Members who do not opt out may write to the Settlement Administrator, Apex Class Action, LLC about why he or she objects to the Settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for [DATE AND TIME] in Department CX104 of the Orange County Superior Court, located at 751 West Santa Ana Blvd. Santa Ana, CA 92701.
PARTICIPATE IN THE FINAL APPROVAL HEARING	The Court's Final Approval Hearing is scheduled for [DATE AND TIME] in Department CX104 of the Orange

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

	<p>County Superior Court, located at 751 West Santa Ana Blvd. Santa Ana, CA 92701.</p> <p>You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing.</p>
<p>CHALLENGE THE CALCULATIONS OF YOUR WORKWEEKS/PAGA PAY PERIODS</p> <p>WRITTEN CHALLENGES MUST BE SUBMITTED BY _____</p>	<p>The amount of your Individual Settlement Payment and Individual PAGA Payment (if any) depends on how many workweeks and/or PAGA Pay Periods you worked at least one day during the Class Period and/or PAGA Period, respectively. The number of Workweeks and number of PAGA Pay Periods you worked according to Defendants' records is stated below, on page ___ of this Notice. If you disagree with either of these numbers, you must challenge it by _____.</p>

Why Am I Receiving This Notice?

Defendants' records show that you currently work, or previously worked, for Defendants as a non-exempt, hourly-paid employee in the State of California at some point during the Class/PAGA Period. You were sent this Notice because you have a right to know about a proposed settlement of a class action and PAGA lawsuit, and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

What is This Case About?

Donlado Munoz Garcia was a non-exempt, hourly-paid employee of Defendants. He is the "Plaintiff" in this case and is suing on behalf of himself and Class Members for Defendant's alleged failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods or compensation in lieu thereof, failure to provide rest periods or compensation in lieu thereof, failure to pay all wages due upon separation from employment, failure to issue accurate and compliant wage statements, failure to indemnify and engaging in unfair competition within the meaning of Business and Professions Code section 17200.

Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiff also seeks penalties under California Labor Code Private Attorneys' General Act ("PAGA").

Defendants deny all the allegations made by Plaintiff and deny they violated any law. The Court has made no ruling on the merits of Plaintiff's claims. The Court has only preliminarily approved this class action and PAGA settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Summary of the Settlement Terms

Plaintiff and Defendants have agreed to settle this case on behalf of Plaintiffs, Class Members, and Aggrieved Employees for the Gross Settlement Amount of \$786,207.00, unless increased pursuant to the Settlement Agreement. The Gross Settlement includes: (1) Administration Costs up to \$7,990.00; (2) a service award of up to \$7,500 to Plaintiff for his time and effort in pursuing this case, and in exchange for a broader release of claims against Defendant; (3) up to 35% of the Gross Settlement Amount in attorneys' fees which, unless escalated pursuant to the Settlement Agreement, amounts to \$275,172.45; (4) up to \$25,000.00 in litigation costs to Class Counsel, according to proof; and (5) payment allocated to PAGA penalties in the amount of \$40,000.00 of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent (75%) of the amount allocated toward PAGA, or \$30,000.00, will be paid to the LWDA and twenty-five percent (25%), or \$10,000.00, will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less than \$430,544.55 will be available for distribution to Class Members ("Net Settlement Amount").

Defendants represent that there are no more than 18,499 Workweeks worked during the Class Period. In the event the number of Workweeks worked increases by more than 5%, or 925 Workweeks during the Class Period, then the Class Period and PAGA Period shall end on the date the number of Workweeks reaches 19,424 Workweeks. The Gross Settlement Amount shall not be reduced as a result of the total Workweeks falling below Defendants' estimate of 18,499 Workweeks.

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Class Members in non-exempt, hourly-paid positions for Defendants in California during the Class Period ("Eligible Workweeks"). Specifically, Class Members' payments will be calculated by dividing the number of Eligible Workweeks attributed to the Class Member by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (Individual's Eligible Workweeks ÷ total Settlement Class Eligible Workweeks) x Net Settlement Amount. In addition, Class Members who worked during the PAGA Period (*i.e.*, Aggrieved Employees) will receive a *pro rata* share of the \$10,000.00 allocated as PAGA penalties, whether or not they opt out, based on the number of pay periods worked during the PAGA Period.

Defendant's records indicate that you worked [Eligible Workweeks] Workweeks as a non-exempt, hourly-paid employee in California during the Class Period and [PAGA Pay Periods] PAGA Pay Periods during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Amount] and your estimated payment as an Aggrieved Employee would be [\$Estimated Amount].

Workweek/PAGA Pay Period Dispute

If you believe the number of Workweeks and/or PAGA Pay Periods attributed to you is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [RESPONSE DEADLINE]. Please include any documentation you have that you believe supports your dispute. The Settlement Administrator will provide copies of all disputes to counsel for Defendants and shall immediately attempt to resolve all such disputes directly with relevant Settlement Class Member(s) with the assistance of Defendants' Counsel. The Parties will file with the Court any Workweek/PAGA Pay Period Disputes, any evidence provided by you, and

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

any resolution of the dispute. The Court may review any decision made by the Parties or the settlement administrator regarding a Workweek Dispute

Tax Reporting

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on IRS Form 1099. 20% of each Settlement Payment to Class Members who do not opt out will be allocated as wages and reported on an IRS Form W-2, and 80% will be allocated as penalties and interest reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks will be cancelled and the funds associated will be transmitted to the California Controller's Office, Unclaimed Property Fund to be held in your name.

Your Options Under the Settlement, Explained Further

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member and/or Aggrieved Employee, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all "Released Claims" he or she may have or had upon final approval of this Settlement and payment by Defendants to the Settlement Administrator.

Effective upon the funding of the Gross Settlement Amount (which shall occur no later than 30 days after the Effective Date) and Employer Taxes, Plaintiff and all Participating Class Members release all claims against the Released Parties asserted in the Operative Complaint filed in the Action, or any and all claims that could have been asserted against the Released Parties based on the factual allegations in the Operative Complaint. For the duration of the Class Period, the release includes the following claims which were alleged in the Operative Complaint: (1) all claims for failure to pay overtime wages; (2) all claims for failure to pay minimum wages; (3) all claims for failure to provide meal periods or compensation in lieu thereof; (4) all claims for failure to provide rest periods or compensation in lieu thereof; (5) all claims for failure to pay all wages due upon separation from employment; (6) all claims for failure to issue accurate and compliant wage statements; and (7) all claims for failure to indemnify; and (8) all claims asserted through California Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced in the Complaint (the "Class Released Claims").

Effective upon the funding of the Gross Settlement Amount (which shall occur no later than 30 days after the Effective Date) and Employer Taxes, all Aggrieved Employees, and, to the extent permitted by law, the State of California, are deemed to release, all claims asserted in the PAGA Notice and thereafter alleged in the Operative Complaint for civil penalties pursuant to PAGA, or that could have been alleged based on the factual allegations in the PAGA Notice and Operative Complaint, pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1,

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

and 2699 in connection with alleged violations of Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197, 1197.5, 1198.5, 2699, 2802, and 2810.5 (the "PAGA Released Claims"). The Class Released Claims and PAGA Released Claims shall be referred to herein as the "Released Claims".

"Released Parties" means Defendants and each of their past, present, and future respective subsidiaries, dba's, affiliates, parents, trusts, trust funds, investors, client, contracting party, joint employer, insurers and reinsurers, and company-sponsored employee benefit plans of any nature and their successors and predecessors in interest, including all of their respective owners, partners, members, officers, directors, shareholders, employees, agents, managing agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries, trustees, service providers.

Option 2 – Opt Out of the Settlement

If you do not wish to receive your Individual Settlement Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must reasonably communicate that you wish to be excluded from the Settlement and must include your name, address, and email address or telephone number. Sign, date and mail your written request for exclusion to the address below.

[Mailing Address]

Your written request for exclusion must be mailed to the Administrator not later than [RESPONSE DEADLINE]. You may use the Request for Exclusion Form that was attached to this notice to submit your request to opt-out.

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are an Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims. Furthermore, you will be bound by the PAGA Released Claims even if you do not deposit your check.

Option 3 – Submit an Objection to the Settlement

If you wish to object to the Settlement, you may submit an objection in writing by mail, stating why you object to the Settlement. Your written objection must provide your name, address, the last four digits of your Social Security Number, your signature, and any reason why you believe that the Court should not approve the Settlement. Your written objection must be mailed to the Administrator no later than [RESPONSE DEADLINE]. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

You may use the Objection form that is attached to this notice to submit your objection.

Even if you don't submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court at your own expense.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Final Approval Hearing

You may, if you wish, appear at the Final Approval Hearing set for Thursday October 17, 2024 at 2:00 p.m. in the Department CX104 of the Orange County Superior Court, located at 751 West Santa Ana Blvd. Santa Ana, CA 92701, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video by CourtCall by registering at courtcall.com. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

This Notice of Class Action and PAGA Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at [PHONE NUMBER] or Class Counsel, whose information appears below:

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

You may also visit the Settlement Administrator's website at [WEBSITE] to gain access to key documents in this case, including the Settlement Agreement, the operative complaint, the PAGA Notice Letter, the Settlement Agreement, any amendments thereto, the Notice to Class Members and Aggrieved Employees, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement (when it is issued), and the Final Judgment (when it is issued).

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at Department CX104 the Orange County Superior Court, located at 751 West Santa Ana Blvd. Santa Ana, CA 92701, during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.occourts.org/general-information/covid-19-response/civil-covid-19-response/civil-remote-hearings>.

All inquiries by Class Members regarding this Notice of Class Action and PAGA Settlement and/or the Settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANTS, OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.**

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

1
2
3
4
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 3a

AVISO DE ACUERDO PROPUESTO DE DEMANDA COLECTIVA Y ACUERDO PAGA Y FECHA PARA LA AUDIENCIA DE APROBACIÓN FINAL

Garcia v. All County Environmental & Restoration, Inc., et al.

(Condado de Orange, Caso del Tribunal Superior de California N.º 30-2021-01236384 -CU-OE-CXC)

Como empleado actual o anterior no exento de California de All County Environmental & Restoration, Inc y Donald Moser, usted puede tener derecho a recibir dinero de un acuerdo de una demanda colectiva y de un acuerdo PAGA.

Por favor lea atentamente este Aviso. Este Aviso se relaciona con una propuesta de acuerdo de una demanda colectiva y una demanda PAGA. Si usted es Miembro del Grupo o Empleado Agraviado, este aviso contiene información importante sobre su derecho a recibir un pago del fondo del Acuerdo.

Usted recibió este Aviso de Acuerdo de Demanda Colectiva y Acuerdo PAGA porque los registros de All County Environmental & Restoration, Inc. y Donald Moser ("Demandados"), demuestran que usted es un "Miembro del Grupo" y/o un "Empleado Agraviado" y, por lo tanto, tiene derecho a un pago de este Acuerdo de Demanda Colectiva y del Acuerdo PAGA. Los Miembros del Grupo son todos los empleados actuales y anteriores, no exentos, remunerados por horas, que trabajaron en California para los demandados en cualquier momento durante el período comprendido entre el 14 de diciembre de 2017 y la fecha de aprobación preliminar, a menos que los Demandados opten por acortar el Período del Grupo ("Período del Grupo"). Los Empleados Agraviados son todas las personas que trabajan o trabajaron para los demandados como empleados no exentos y remunerados por horas en California desde el 14 de diciembre de 2020 hasta el final del Período del Grupo.

- El acuerdo es para resolver una demanda colectiva y una demanda PAGA, *Garcia v. All County Environmental & Restoration, Inc., et al.* pendiente en el Tribunal Superior de California para el Condado de Orange, Caso Número 30-2021-01236384 -CU-OE-CXC (la "Demanda"), que alega que los Demandados: (1) no pagaron los salarios por horas extras; (2) no pagaron los salarios mínimos; (3) no proporcionaron períodos para comer o compensación en su lugar; (4) no proporcionaron períodos de descanso o compensación en su lugar; (5) no pagaron todos los salarios adeudados al momento de la separación del empleo; (6) no emitieron declaraciones salariales precisas y conformes; (7) no indemnizaron; y (8) participaron en competencia desleal según el significado de la sección 17200 del Código de Negocios y Profesiones.

- Con base en las supuestas violaciones del Código Laboral mencionadas anteriormente y otras supuestas violaciones del Código Laboral, el Demandante también solicita sanciones conforme a la Ley del Fiscal General Privado del Código Laboral de California ("PAGA"). PAGA autoriza a los Empleados Agraviados a presentar demandas para recuperar sanciones civiles en nombre de ellos mismos, de otros empleados y del Estado de California por violaciones del Código Laboral. De las sanciones civiles recuperadas, el 75 por ciento va a la Agencia del Desarrollo del Trabajo y de la Fuerza Laboral ("LWDA"), y el 25 por ciento restante va a los empleados agraviados.

- El _____, el Tribunal Superior del Condado de Orange otorgó la aprobación preliminar de este acuerdo de demanda colectiva y el acuerdo PAGA y ordenó que se notificara a todos los Miembros del Grupo y a los Empleados Agraviados sobre el acuerdo. El Tribunal no ha tomado ninguna determinación sobre la validez de los reclamos en la Demanda. Los demandados niegan enérgicamente los reclamos de la demanda y sostienen que cumplieron plenamente con todas las leyes aplicables.

- El Tribunal aún no ha decidido si otorgará la aprobación final. Sus derechos legales se ven afectados ya sea que usted actúe o no. Lea atentamente este Aviso. Se considerará que lo ha leído y comprendido atentamente. En la Audiencia de Aprobación Final, el Tribunal decidirá si aprueba finalmente el Acuerdo y cuánto del

¿Preguntas? Comuníquese con el Administrador del Acuerdo sin cargo al [NÚMERO DE TELÉFONO]

Acuerdo se pagará al Demandante y a sus abogados ("Abogados del Grupo"). El Tribunal también decidirá si dictará una sentencia que exija al Demandado realizar pagos conforme al Acuerdo y exija a los Miembros del Grupo y a los Empleados agraviados que renuncien a sus derechos de hacer valer ciertos reclamos contra el Demandado.

- Si usted trabajó para Demandados durante el Período de Grupo y/o el Período PAGA, usted tiene opciones bajo el Acuerdo. Los Demandados no tomarán represalias contra usted por ninguna acción que tome con respecto al Acuerdo propuesto:

SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO	
NO HACER NADA Y RECIBIR EL PAGO	Si usted no hace nada, será un Miembro Participante del Grupo, elegible para un Pago Individual del Acuerdo y un Pago PAGA Individual (si corresponde). A cambio, usted renunciará a su derecho a hacer valer los reclamos salariales contra los Demandados que están cubiertos por este Acuerdo (Reclamaciones Liberadas).
<p>OPTAR POR EXCLUIRSE DEL ACUERDO COLECTIVO (PERO NO PUEDE OPTAR POR EXCLUIRSE DEL ACUERDO PAGA)</p> <p>LA FECHA LÍMITE PARA EXCLUIRSE ES _____</p>	<p>Excluirse del Acuerdo, no reciba ningún pago por la resolución de los reclamos colectivos y conserve sus derechos legales para perseguir individualmente los reclamos colectivos que de otro modo serían liberados mediante el acuerdo de la Demanda.</p> <p>Usted no puede optar por no participar en la porción PAGA del Acuerdo propuesto. El Demandado debe pagar Pagos PAGA Individuales a todos los Empleados Agraviados y los Empleados Agraviados deben renunciar a sus derechos de presentar Reclamaciones Liberadas. Si usted trabajó en cualquier momento desde el 14 de diciembre de 2020 hasta el final del Período del Grupo ("Período PAGA") como empleado no exento de los Demandados, entonces se le considerará un "Empleado agraviado" y aún recibirá su parte de los ingresos disponibles a partir de la liquidación de las Reclamaciones Liberadas de PAGA, definidas a continuación, (su "Pago PAGA Individual") incluso si opta por no participar en el acuerdo colectivo.</p>
<p>OBJETAR AL ACUERDO COLECTIVO (PERO NO PUEDE OBJETAR AL ACUERDO PAGA)</p> <p>LAS OBJECIONES POR ESCRITO DEBEN SER PRESENTADAS A MÁS TARDAR EL _____</p>	Todos los Miembros del Grupo que no opten por no participar pueden escribir al administrador del acuerdo, Apex Class Action, LLC, explicándole por qué objeta el acuerdo, y ellos enviarán sus inquietudes a un abogado que luego se comunicará al tribunal. Si el Tribunal aprueba el Acuerdo a pesar de su objeción, usted seguirá obligado por el Acuerdo. Usted o su abogado también pueden dirigirse al Tribunal durante la Audiencia de Aprobación Final

¿Preguntas? Comuníquese con el Administrador del Acuerdo sin cargo al [NÚMERO DE TELÉFONO]

	programada para el [FECHA Y HORA] en el Departamento CX104 del Tribunal Superior del Condado de Orange, ubicado en 751 West Santa Ana Blvd. Santa Ana, CA 92701.
PARTICIPAR EN LA AUDIENCIA DE APROBACIÓN FINAL	<p>La Audiencia de Aprobación Final del Tribunal está programada para el [FECHA Y HORA] en el Departamento CX104 del Tribunal Superior del Condado de Orange, ubicado en 751 West Santa Ana Blvd. Santa Ana, CA 92701.</p> <p>No es necesario que usted asista, pero sí tiene derecho a comparecer (o contratar a un abogado para que comparezca en su nombre a su propio costo), en persona, por teléfono o utilizando la plataforma de comparecencia virtual del Tribunal. Los Miembros Participantes del Grupo pueden objetar verbalmente el Acuerdo en la Audiencia de Aprobación Final.</p>
IMPUGNACIÓN DE LOS CÁLCULOS DE SUS SEMANAS LABORALES/PERIODOS DE PAGO PAGA LAS DESAFIOS POR ESCRITO DEBEN SER PRESENTADOS A MÁS TARDAR EL ____	<p>El monto de su Pago Individual del Acuerdo y su Pago Individual PAGA (si corresponde) depende de cuántas semanas laborales y/o Períodos de Pago PAGA trabajó al menos un día durante el Período del Grupo y/o el Período PAGA, respectivamente. La cantidad de Semanas Laborales y la cantidad de Períodos de Pago PAGA que trabajó según los registros de los Demandados se indican a continuación, en la página ____ de este Aviso. Si usted no está de acuerdo con alguno de estos números, debe impugnarlo antes del ____.</p>

¿Por qué estoy recibiendo este aviso?

Los registros de los Demandados muestran que usted trabaja en la actualidad, o trabajó anteriormente, para los Demandados como empleado no exento y remunerado por hora en el Estado de California en algún momento durante el Período del Grupo/PAGA. Se le envió este Aviso porque tiene derecho a conocer un acuerdo propuesto para una demanda colectiva y una demanda PAGA, y sobre todas sus opciones antes de que el Tribunal decida si finalmente aprueba el acuerdo. Si el Tribunal aprueba el acuerdo y luego se resuelven las objeciones y apelaciones, un "Administrador del Acuerdo" designado por el Tribunal realizará los pagos descritos en este Aviso. Este Aviso explica la demanda, el acuerdo, sus derechos legales, qué beneficios están disponibles, quién es elegible para recibirlos y cómo obtenerlos.

¿De qué se trata este caso?

¿Preguntas? Comuníquese con el Administrador del Acuerdo sin cargo al [NÚMERO DE TELÉFONO]

Donlado Muñoz Garcia era un empleado no exento y remunerado por hora de los Demandados. Él es el "Demandante" en este caso y está demandando en su nombre y en el de los miembros del grupo por la supuesta falta de pago de salarios por horas extras, falta de pago de salarios mínimos, falta de proporcionar períodos de comida o compensación en su lugar, falta de proporcionar períodos de descanso o compensación en su lugar, falta de pago de todos los salarios adeudados tras la separación del empleo, falta de emisión de declaraciones salariales precisas y conformes, falta de indemnización y participación en competencia desleal en el sentido de la sección 17200 del Código de Negocios y Profesiones.

Con base en las supuestas violaciones del Código Laboral mencionadas anteriormente y otras supuestas violaciones del Código Laboral, el Demandante también solicita sanciones según la Ley del Fiscal General Privado del Código Laboral de California ("PAGA").

Los Demandados niegan todas las acusaciones hechas por el demandante y niegan que hayan violado alguna ley. El Tribunal no se ha pronunciado sobre el fondo de las reclamaciones del Demandante. El Tribunal sólo ha aprobado de forma preliminar esta demanda colectiva y el acuerdo PAGA. El Tribunal decidirá si otorga la aprobación final a este acuerdo en la Audiencia de Aprobación Final.

Resumen de los términos del acuerdo

El Demandante y los Demandados han acordado llegar a un acuerdo en este caso en nombre de los Demandantes, los Miembros del Grupo y los Empleados Agraviados por el Monto Bruto del Acuerdo de \$786,207.00, a menos que se incremente de conformidad con el acuerdo de conciliación. El Acuerdo Bruto incluye: (1) Costos de Administración hasta \$7,990.00; (2) una recompensa por servicio de hasta \$7,500.00 al Demandante por su tiempo y esfuerzo en llevar a cabo este caso, y a cambio de una liberación más amplia de reclamos contra el Demandado; (3) hasta el 35% del Monto Bruto del Acuerdo en honorarios de abogados que, a menos que se incrementen conforme al Acuerdo de Conciliación, asciende a \$275,172.45; (4) hasta \$25,000.00 en costos de litigio para los Abogados del Grupo, según la prueba; y (5) pago asignado a multas PAGA por un monto de \$40,000.00 del Monto Bruto del Acuerdo para multas PAGA. De conformidad con PAGA, el setenta y cinco por ciento (75%) del monto asignado a PAGA, o \$30,000.00, se pagará a la LWDA y el veinticinco por ciento (25%), o \$10,000.00, se distribuirá a los Empleados Agraviados. Después de deducir estas sumas, un total de aproximadamente no menos de \$430,544.55 estará disponible para su distribución a los Miembros del Grupo ("Monto Neto del Acuerdo").

Los Demandados declaran que no se trabajaron más de 18,499 Semanas Laborales durante el Período del Grupo. En caso de que el número de Semanas Laborales trabajadas aumente en más del 5%, o 925 Semanas Laborales durante el Período del Grupo, entonces el Período del Grupo y el Período PAGA finalizarán en la fecha en que el número de Semanas Laborales alcance 19,424 Semanas Laborales. El Monto Bruto del Acuerdo no se reducirá como resultado de que el total de Semanas Laborales caiga por debajo de la estimación de los Demandados de 18,499 Semanas Laborales.

Distribución a los miembros del grupo

Los Miembros del Grupo que no opten por no participar recibirán un pago prorrateado del Monto Neto del Acuerdo en función del número de semanas trabajadas por los Miembros del Grupo en puestos no exentos y remunerados por hora para los demandados en California durante el período del grupo ("semanas laborales elegibles"). Específicamente, los pagos de los Miembros del Grupo se calcularán dividiendo el número de semanas laborales elegibles atribuidas al Miembro del Grupo entre todas las semanas laborales elegibles

¿Preguntas? Comuníquese con el Administrador del Acuerdo sin cargo al [NÚMERO DE TELÉFONO]

atribuidas a los Miembros del Grupo del Acuerdo, multiplicado por el Monto Neto del Acuerdo. Dicho de otra manera, la fórmula para un Miembro del Grupo es: (Semanas laborales elegibles del individuo ÷ en total Semanas laborales elegibles del grupo del acuerdo) x Monto Neto del Acuerdo. Además, los Miembros del Grupo que trabajaron durante el Período PAGA (es decir, los Empleados Agraviados) recibirán una parte prorrateada de los \$10,000.00 asignados como multas PAGA, independientemente de que opten o no por no participar, según la cantidad de períodos de pago trabajados durante el Período PAGA.

Los registros del demandado indican que usted trabajó [Semanas laborales elegibles] Semanas laborales como empleado no exento y pagado por horas en California durante el Período del Grupo y [Períodos de pago PAGA] Períodos de pago PAGA durante el Período PAGA. Según estos registros, su pago estimado como Miembro del Grupo sería [\$ monto estimado] y su pago estimado como Empleado Agraviado sería [\$ monto estimado].

Impugnaciones sobre los períodos de pago de la Semana Laboral/PAGA

Si usted cree que el número de Semanas Laborales y/o Períodos de Pago PAGA que se le atribuyen es incorrecto y desea disputarlo, debe enviar una disputa por correo al Administrador del Acuerdo a más tardar el [FECHA LÍMITE DE RESPUESTA]. Incluya cualquier documentación que tenga y que crea que respalda su disputa. El Administrador del Acuerdo proporcionará copias de todas las disputas a los abogados de los Demandados e inmediatamente intentará resolver todas dichas disputas directamente con los Miembros del Grupo del Acuerdo correspondientes con la asistencia de los Abogados de los Demandados. Las Partes presentarán ante el Tribunal cualquier disputa sobre el período de pago de Semana Laboral/PAGA, cualquier evidencia proporcionada por usted y cualquier resolución de la disputa. El Tribunal puede revisar cualquier decisión tomada por las Partes o el administrador del acuerdo con respecto a una Impugnación sobre la Semana Laboral

Informes de impuestos

El 100 % de los pagos por sanciones PAGA a los Empleados Agraviados se asignarán como sanciones informadas en el formulario 1099 del IRS. El 20 % de cada pago del acuerdo a los Miembros del Grupo que no opten por no participar se asignará como salarios y se informará en un formulario W-2 del IRS. y el 80% se asignará como multas e intereses informados en el Formulario 1099 del IRS. Este aviso no tiene como objetivo brindar asesoramiento legal o fiscal sobre su Participación del Acuerdo.

Su cheque tendrá una validez de 180 días después de su emisión. Después de 180 días, los cheques no cobrados se cancelarán y los fondos asociados se transmitirán a la Oficina del Contralor de California, Fondo de propiedad no reclamada, para que se mantengan a su nombre.

Sus opciones según el acuerdo, explicadas con más detalle

Opción 1: No hacer nada y recibir su pago

Si usted no opta por no participar, automáticamente tiene derecho a su Pago Individual del Acuerdo (es decir, su parte del Monto Neto del Acuerdo) porque es un Miembro del Grupo. Si no disputa el cálculo de su parte del acuerdo y no opta por no participar en el acuerdo, estará obligado por la exención total del acuerdo y recibirá su Pago Individual del Acuerdo, así como su Pago PAGA Individual si también es un Empleado Agraviado. En otras palabras, si usted es un Miembro del Grupo y/o un Empleado Agraviado, no necesita tomar ninguna medida para recibir los pagos del acuerdo establecidos anteriormente .

¿Preguntas? Comuníquese con el Administrador del Acuerdo sin cargo al [NÚMERO DE TELÉFONO]

Los Miembros del Grupo que no presenten una opción de exclusión válida y oportuna (de conformidad con la Opción 2 a continuación) serán considerados tener plenamente, finalmente, y haber liberado, resuelto, comprometido, renunciado y exonerado para siempre a las Partes Liberadas de todos los "Reclamos Liberados" que él o ella pudiera tener o tuviera tras la aprobación final de este Acuerdo y el pago por parte de los Demandados al Administrador del Acuerdo.

A partir de la financiación del Monto Bruto del Acuerdo (que ocurrirá a más tardar 30 días después de la Fecha de Entrada en Vigor) y los Impuestos del Empleador, el Demandante y todos los Miembros Participantes del Grupo renuncian a todos los reclamos contra las Partes Liberadas afirmados en la Demanda Operativa presentada en la Demanda, o cualquiera y todos los reclamos que podrían haberse presentado contra las Partes Liberadas con base en las alegaciones fácticas contenidas en la Demanda Operativa. Durante el Período del Grupo, la liberación incluye los siguientes reclamos que se alegaron en la Demanda Operativa: (1) todos los reclamos por falta de pago de salarios por horas extras; (2) todas las reclamaciones por falta de pago de salarios mínimos; (3) todos los reclamos por no proporcionar períodos de comida o compensación en su lugar; (4) todos los reclamos por no proporcionar períodos de descanso o compensación en su lugar; (5) todos los reclamos por falta de pago de todos los salarios adeudados tras la separación del empleo; (6) todos los reclamos por no emitir declaraciones salariales precisas y conformes; y (7) todos los reclamos por falta de indemnización; y (8) todos los reclamos presentados a través del Código de Negocios y Profesiones de California, sección 17200, *et seq.* que surjan de las violaciones del Código Laboral a las que se hace referencia en la Demanda (las "Reclamaciones Liberadas del Grupo").

A partir de la financiación del Monto Bruto del Acuerdo (que ocurrirá a más tardar 30 días después de la Fecha de Entrada en Vigor) y los Impuestos del Empleador, se considera que todos los Empleados Agraviados y, en la medida permitida por la ley, el Estado de California, liberan, todos los reclamos planteados en el Aviso PAGA y posteriormente alegados en la Demanda Operativa por sanciones civiles de conformidad con PAGA, o que podrían haber sido alegados con base en las alegaciones fácticas en el Aviso PAGA y la Demanda Operativa, de conformidad con las secciones 210, 226.3, 558, 1174.5, 1197.1 y 2699 del Código Laboral en relación con presuntas violaciones de las secciones del Código de Trabajo 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197, 1197.5, 1198.5, 2699, 2802 y 2810.5 (las "Reclamaciones Liberadas de PAGA"). Las Reclamaciones Liberadas del Grupo y las Reclamaciones Liberadas de PAGA se denominarán en el presente documento las "Reclamaciones Liberadas".

"Partes Liberadas" significa los Demandados y cada una de sus respectivas subsidiarias, DBAs, afiliados, matrices, fideicomisos, fondos fiduciarios, inversionistas, clientes, partes contratantes, empleadores conjuntos, aseguradores y reaseguradores y beneficios para empleados patrocinados por la compañía, pasados, presentes y futuros, planes de cualquier naturaleza y sus sucesores y predecesores en intereses, incluidos todos sus respectivos propietarios, socios, miembros, funcionarios, directores, accionistas, empleados, agentes, agentes administrativos, principales, herederos, representantes, contadores, auditores, consultores, abogados, administradores, fiduciarios, fiduciarios, proveedores de servicios.

Opción 2: Optar por no participar en el acuerdo

Si usted no desea recibir su Pago Individual del Acuerdo o liberar las Reclamaciones Liberadas del Grupo, puede excluirse presentando una solicitud de exclusión por escrito para ser excluido del grupo. Su solicitud por escrito debe comunicar razonablemente que desea ser excluido del Acuerdo y debe incluir su nombre, dirección y dirección de correo electrónico o número de teléfono. Firmar, fecha y envíe por correo su solicitud de exclusión por escrito a la dirección que aparece a continuación.

¿Preguntas? Comuníquese con el Administrador del Acuerdo sin cargo al [NÚMERO DE TELÉFONO]

[Dirección de envío]

Su Solicitud de Exclusión por escrito debe enviarse por correo al Administrador a más tardar el [FECHA LÍMITE DE RESPUESTA]. Usted puede utilizar el Formulario de solicitud de exclusión que se adjuntó a este aviso para enviar su solicitud de exclusión voluntaria.

El acuerdo propuesto incluye el acuerdo de las Reclamaciones Liberadas de PAGA. Un empleado no puede solicitar la exclusión del acuerdo de un reclamo PAGA. Por lo tanto, si el tribunal aprueba el acuerdo, incluso si usted solicita la exclusión del acuerdo, si es un Empleado Agraviado, seguirá recibiendo su Pago PAGA Individual y se considerará que ha liberado los Reclamos Liberados de PAGA. Una solicitud de exclusión preservará su derecho, si lo hubiera, de presentar individualmente únicamente los Reclamos eximidos de la clase. Además, usted estará obligado por las Reclamaciones Exoneradas de PAGA incluso si no deposita su cheque.

Opción 3: *Presentar una objeción al acuerdo*

Si usted desea oponerse al Acuerdo, puede presentar una objeción por escrito por correo, indicando por qué se opone al Acuerdo. Su objeción por escrito debe proporcionar su nombre, dirección, los últimos cuatro dígitos de su Número de Seguro Social, su firma y cualquier motivo por el cual cree que el Tribunal no debería aprobar el Acuerdo. Su objeción por escrito debe enviarse por correo al Administrador a más tardar el [FECHA LÍMITE DE RESPUESTA]. Tenga en cuenta que no puede oponerse al Acuerdo y al mismo tiempo excluirse del mismo. Si se excluye, su objeción será anulada. Si el Tribunal anula su objeción, usted quedará obligado por el Acuerdo y recibirá su Parte del Acuerdo.

Puede utilizar el formulario de objeción que se adjunta a este aviso para presentar su objeción.

Incluso si no presenta una objeción por escrito, puede comparecer en la Audiencia de Aprobación Final y presentar una objeción verbal ante el Tribunal por su cuenta.

Audiencia de Aprobación Final

Podrá, si lo desea, presentarse a la Audiencia de Aprobación Final programada para el jueves 17 de octubre de 2024 a las 2:00 p.m. metro. en el Departamento CX104 del Tribunal Superior del Condado de Orange, ubicado en 751 West Santa Ana Blvd. Santa Ana, CA 92701, y objetar oralmente el Acuerdo, discutir sus objeciones escritas con el Tribunal y las Partes, o comentar sobre el Acuerdo de otro modo por su propia cuenta. Puede asistir a esta audiencia virtualmente mediante audio o video mediante CourtCall registrándose en courtcall.com. También puede contratar a un abogado para que lo represente en la audiencia por su propia cuenta.

Información adicional

Este Aviso de Acuerdo de Demanda Colectiva y Acuerdo PAGA es solo un resumen de este caso y el Acuerdo. Para obtener una declaración más detallada de los asuntos involucrados en este caso y el Acuerdo, puede llamar al Administrador del Acuerdo al [NÚMERO DE TELÉFONO] o a los Abogados del Grupo, cuya información aparece a continuación:

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

¿Preguntas? Comuníquese con el Administrador del Acuerdo sin cargo al [NÚMERO DE TELÉFONO]

Vedang J. Patel (SBN 328647)
vedang@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024
Tel: (310) 438-5555; Fax: (310) 300-1705

También puede visitar el sitio web del Administrador del acuerdo en [SITIO WEB] para obtener acceso a documentos clave en este caso, incluido el Acuerdo de Conciliación, la Demanda Operativa, la Carta de Notificación de PAGA, el Acuerdo de Conciliación, cualquier enmienda al mismo, el Aviso a los Miembros del Grupo y a los Empleados Agraviados, la Orden que Otorga la Aprobación Preliminar de este Acuerdo, la Orden que otorga la Aprobación Final de este Acuerdo (cuando se emita) y la Sentencia Definitiva (cuando se emita).

También puede consultar las peticiones, el Acuerdo de Conciliación y otros documentos presentados en este caso, que pueden ser inspeccionados en el Departamento CX104 del Tribunal Superior del Condado de Orange, ubicado en 751 West Santa Ana Blvd. Santa Ana, CA 92701, durante el horario laboral habitual de cada día judicial. También puede obtener estos documentos a través del sitio web del Tribunal en <https://www.occourts.org/general-information/covid-19-response/civil-covid-19-response/civil-remote-hearings>.

Todas las consultas de los Miembros del Grupo con respecto a este Aviso de Acuerdo de Demanda Colectiva y/o el Acuerdo PAGA deben dirigirse al Administrador del Acuerdo.

**POR FAVOR NO SE CONTACTE CON EL SECRETARIO DEL TRIBUNAL, EL JUEZ,
LOS DEMANDADOS O LOS ABOGADOS DE LOS DEMANDADOS CON PREGUNTAS.**

¿Preguntas? Comuníquese con el Administrador del Acuerdo sin cargo al [NÚMERO DE TELÉFONO]

1
2
3
4
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 4

REQUEST FOR EXCLUSION

If you wish to be excluded from the Settlement of the action known as *Garcia v. All County Environmental & Restoration, Inc, et al.*, County of Orange, California Superior Court Case No. 30-2021-01236384-CU-OE-CXC, please fill out this form.

IF YOU OPT OUT OF THE SETTLEMENT (i.e., by filling out this form), YOU WILL NOT RECEIVE ANY PORTION OF THE CLASS ACTION SETTLEMENT AMOUNT, AND YOU WILL RETAIN YOUR LEGAL RIGHTS TO INDIVIDUALLY PURSUE THE CLAIMS THAT WOULD OTHERWISE BE RELEASED BY THE SETTLEMENT OF THE GARCIA LAWSUIT. HOWEVER, YOU CANNOT OPT OUT OF THE PAGA PORTION OF THE GARCIA LAWSUIT.

If you wish to be excluded from the Settlement, please fill out the below:

I confirm that I worked for All County Environmental & Restoration, Inc. and Donald Moser (collectively, "Defendants") as a non-exempt, hourly-paid employee in California during the period from December 14, 2017 through the date of Preliminary Approval.

Please exclude me from the settlement class in the *Garcia v. All County Environmental & Restoration, Inc., et al.* matter. I do not wish to receive any payment under the terms of the proposed class action settlement or to otherwise participate in the proposed settlement.

Print Name: _____

Last four digits of your Social Security Number: _____

Residence Street Address: _____

City, State and Zip Code: _____

Signature: _____ Date: _____

IN ORDER TO BE VALID, THIS REQUEST FOR EXCLUSION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE **[RESPONSE DEADLINE]**. Send this signed request for exclusion form to the Settlement Administrator at:

Garcia v. All County Environmental & Restoration, Inc, et al. Settlement
c/o [Settlement Administrators]

1
2
3
4
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 4a

SOLICITUD DE EXCLUSIÓN

Si usted desea ser excluido del Acuerdo de la acción conocida como *Garcia v. All County Environmental & Restoration, Inc, et al.*, Condado de Orange, Caso del Tribunal Superior de California No. 30-2021-01236384 -CU-OE-CXC, complete este formulario.

SI USTED OPTA POR EXCLUIRSE DEL ACUERDO (es decir, al completar este formulario), NO RECIBIRÁ NINGUNA PARTE DEL MONTO DEL ACUERDO DE LA DEMANDA COLECTIVA Y CONSERVARÁ SUS DERECHOS LEGALES A PRESENTAR INDIVIDUALMENTE LAS RECLAMACIONES QUE DE OTRA MANERA SERÍAN LIBERADAS POR EL ACUERDO DE LA DEMANDA GARCIA. SIN EMBARGO, USTED NO PUEDE OPTAR POR NO PARTICIPAR EN LA PORCIÓN PAGA DE LA DEMANDA GARCIA.

Si usted desea ser excluido del Acuerdo, por favor complete lo siguiente:

Confirmando que trabajé para All County Environmental & Restoration, Inc. y Donald Moser (colectivamente, "Demandados") como empleado no exento y remunerado por horas en California durante el período comprendido entre el 14 de diciembre de 2017 y la fecha de Aprobación Preliminar.

Por favor exclúyanme del acuerdo colectivo en el caso *Garcia v. All County Environmental & Restoration, Inc., et al.* No deseo recibir ningún pago según los términos del acuerdo propuesto de la demanda colectiva ni participar de otra manera en el acuerdo propuesto.

Nombre en letra de molde: _____

Últimos cuatro dígitos de su número de Seguro Social: _____

Calle y número de residencia: _____

Ciudad, Estado y Código Postal: _____

Firma: _____ Fecha: _____

PARA QUE ESTE FORMULARIO DE SOLICITUD DE EXCLUSIÓN SEA VÁLIDO, DEBE COMPLETARSE, FIRMARSE, ENVIARSE POR CORREO DE PRIMERA CLASE Y CON MATASELLO CON FECHA DE O ANTES DEL [FECHA LÍMITE DE RESPUESTA]. Envíe este formulario de solicitud de exclusión firmado al Administrador del acuerdo a:

Garcia v. All County Environmental & Restoration, Inc, et al. Settlement
c/o [Administradores del Acuerdo]

1
2
3
4
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 5

OBJECTION TO SETTLEMENT

If you have any objection to the Settlement of the action known as *Garcia v. All County Environmental & Restoration, Inc., et al.*, County of Orange, California Superior Court Case No. 30-2021-01236384-CU-OE-CXC, please fill out this form.

If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for [DATE AND TIME] in Department CX104 of the Orange County Superior Court, located at 751 West Santa Ana Blvd. Santa Ana, CA 92701

You may alternatively fill out a Request for Exclusion Form. Unlike an objection, which may or may not be sustained, a request to be excluded means that you will be excluded from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the *Garcia* lawsuit. Note that you cannot opt out of the PAGA portion of the *Garcia* lawsuit, though.

If you wish you object to the Settlement, please fill out the below:

I confirm that I worked for All County Environmental & Restoration, Inc. and Donald Moser (collectively, "Defendants") as a non-exempt, hourly-paid employee in California during the period from December 14, 2017 through the date of Preliminary Approval.

I wish to object to the settlement reached in the *Garcia v. All County Environmental & Restoration, Inc., et al.* matter. The nature and basis for the objection are as follows [please list any and all reasons for your objection]:

Print Full Name: _____

Last Four Digits of Your Social Security Number: _____

Residence Street Address: _____

City, State and Zip Code: _____

Signature: _____ Date: _____

IN ORDER TO BE VALID, THIS OBJECTION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL AND POSTMARKED ON OR BEFORE [RESPONSE DEADLINE]. Send this signed objection form to the Settlement Administrator at:

Garcia v. All County Environmental & Restoration, Inc., et al. Settlement
c/o [Settlement Administrator]

1
2
3
4
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 5a

OBJECCIÓN AL ACUERDO

Si usted tiene alguna objeción al Acuerdo de la acción conocida como *Garcia v. All County Environmental & Restoration, Inc., et al.*, Condado de Orange, Caso del Tribunal Superior de California No. 30-2021-01236384 -CU-OE-CXC, por favor complete este formulario.

Si el Tribunal aprueba el Acuerdo a pesar de su objeción, usted seguirá obligado por el Acuerdo. Usted o su abogado también pueden dirigirse al Tribunal durante la Audiencia de Aprobación Final programada para el [FECHA Y HORA] en el Departamento CX104 del Tribunal Superior del Condado de Orange, ubicado en 751 West Santa Ana Blvd. Santa Ana, CA 92701

De forma alternativa, usted puede completar un Formulario de Solicitud de Exclusión. A diferencia de una objeción, que puede o no ser sustentada, una solicitud de exclusión significa que usted será excluido del Acuerdo, no recibirá ningún pago por la resolución de los reclamos colectivos y conservará sus derechos legales para presentar individualmente los reclamos colectivos que de lo contrario será liberado mediante el acuerdo de la demanda de *Garcia*. Sin embargo, tenga en cuenta que no puede optar por no participar en la parte PAGA de la demanda de *Garcia*.

Si usted desea oponerse al Acuerdo, por favor complete lo siguiente:

Confirmo que trabajé para All County Environmental & Restoration, Inc. y Donald Moser (colectivamente, "Demandados") como empleado no exento y remunerado por horas en California durante el período comprendido entre el 14 de diciembre de 2017 y la fecha de Aprobación Preliminar.

Deseo oponerme al acuerdo alcanzado en el caso *Garcia v. All County Environmental & Restoration, Inc., et al.* La naturaleza y el fundamento de la objeción son los siguientes [enumere todos los motivos de su objeción]:

Nombre completo en letra de molde: _____

Últimos cuatro dígitos de su número de Seguro Social: _____

Calle y número de residencia: _____

Ciudad, Estado y Código Postal: _____

Firma: _____ Fecha: _____

PARA QUE ESTE FORMULARIO DE OBJECCIÓN SEA VÁLIDO, DEBE COMPLETARSE, FIRMARSE, ENVIARSE POR CORREO DE PRIMERA CLASE Y CON MATASELLOS CON FECHA DE O ANTES DEL **[FECHA LÍMITE DE RESPUESTA]**. Envíe este formulario de objeción firmado al Administrador del Acuerdo a:

Garcia v. All County Environmental & Restoration, Inc., et al. Settlement
c/o [Administrador del acuerdo]
