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Attorneys for Defendants
CEDAR FAIR, L.P. and CEDAR FAIR
MANAGEMENT, INC.

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 COUNTY OF SANTA CLARA

18 FRANK ORTEGON-RAMIREZ, as individual and
19 on behalf of all others similarly situated,

20 Plaintiff,

21 v.

22 CEDAR FAIR, L.P. and CEDAR FAIR
23 MANAGEMENT, INC., a Delaware corporation;
24 and DOES 1 through 25, inclusive,

Defendants.

Case No. 1-13-CV-254098

Judge: Hon. Peter Kirwan
Dept.: 1 (Complex Civil
Litigation)

**JOINT STIPULATION OF
SETTLEMENT AND RELEASE**

1 IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff Frank Ortegon-
2 Ramirez ("Plaintiff") and Defendant Cedar Fair, L.P., and Defendant Cedar Fair Management, Inc.
3 (collectively "Defendants"), subject to the approval of the Court, that this litigation is hereby
4 compromised and settled pursuant to the terms and conditions set forth below:

5 DEFINITIONS

6 1. "Action" shall mean the case entitled *Frank Ortegon-Ramirez v. Cedar Fair, L.P., et*
7 *al.*, Case No. 1-13-CV-254098 pending in the Superior Court of the State of California for the
8 County of Santa Clara.

9 2. "Administration Costs" shall mean any fees or costs of claims administration services
10 rendered in administrating the Settlement, which are estimated to be approximately \$80,000.

11 3. "Agreement" shall refer to this document.

12 4. "Claims Administrator" shall mean the third-party administrator appointed by the
13 Court to administer the Settlement under the terms of this Agreement. Rust Consulting, Inc.
14 ("Rust") shall serve as the Claims Administrator, subject to the Court's approval.

15 5. "Class" shall mean the aggregate group of Class Members.

16 6. "Class Claims" shall mean and include all claims, debts, demands, rights, obligations,
17 liabilities, and any causes of action arising out of the allegations set forth in the Action at any time
18 during the Class Period, including but not limited to the Company's alleged: (i) failure to pay
19 minimum wages; (ii) failure to pay overtime wages; (iii) failure to pay reporting time wages; (iv)
20 failure to timely pay wages or other compensation; (v) failure to provide or maintain accurate wage
21 statements; (vi) unfair business practices, violation of Business & Professions Code § 17200 *et seq.*
22 based on the aforementioned allegations; and (vii) violation of the Private Attorney General's Act
23 (the "PAGA"), Labor Code § 2698 *et seq.* based on the aforementioned allegations.

24 7. "Class List" shall mean the names, most recent known mailing address, telephone
25 number, and social security number of each Class Member, and the total number of Qualifying
26 Workweeks of each Class Member during the Class Period, as determined by Defendants' records.

27 8. "Class Members" shall mean all current and former non-exempt employees who
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1 worked for the Company in California at any time during the Class Period.

2 9. "Class Period" shall mean the period from October 3, 2009, through the date on
3 which the Court grants Preliminary Approval.

4 10. "Company" shall mean Defendants Cedar Fair, L.P. and Cedar Fair Management, Inc.

5 11. "Complaint" shall mean the initial Class Action Complaint filed by Plaintiff on
6 October 3, 2013 and the operative First Amended Class Action Complaint filed on March 12, 2014,
7 alleging individual and putative class claims against Defendants for: (i) failure to pay minimum
8 wages; (ii) failure to pay overtime wages; (iii) failure to pay reporting time wages; (iv) violation of
9 Labor Code § 203; (v) violation of Labor Code § 226; (vi) unfair business practices, violation of
10 Business & Professions Code § 17200 *et seq.*; and (vii) violation of the Private Attorney Generals
11 Act (the "PAGA"), Labor Code § 2698 *et seq.*

12 12. "Court" shall mean the Superior Court of the State of California for the County of
13 Santa Clara.

14 13. "Defendants" shall refer to Cedar Fair, L.P. and Cedar Fair Management, Inc.

15 14. "Defendants' Counsel" shall mean the law firm of Littler Mendelson, P.C.

16 15. "Deficiency Notice" shall mean notices prepared by the Claims Administrator and
17 mailed to Class Members identifying any irregularities in completed Workweeks Forms and
18 providing Class Members no more than fifteen (15) calendar days from mailing the Deficiency
19 Notice to cure any deficiency.

20 16. "Effective Date" shall be when Final Approval of the Settlement can no longer be
21 appealed by an objector in the event of an objection, or in the absence of an objection by an objector
22 (or if all objections are withdrawn with Court approval prior to the Motion for Final Approval), five
23 (5) calendar days after Final Approval. If objections are heard by the Court and overruled, and no
24 appeal is taken of the Judgment by an objector, then the Effective Date will be sixty-five (65)
25 calendar days after the entry of Judgment. If any appeal is taken from the Court's overruling of any
26 objections to the Settlement, then the Effective Date will be ten (10) calendar days after all appeals
27 are withdrawn or after an appellate decision affirming the Final Approval Order and Judgment
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1 becomes final. However, the Company shall not be required to fund any portion of the Maximum
2 Settlement Amount and the Claims Administrator shall not distribute or pay any monies, unless and
3 until all such appeals have been finally resolved or dismissed with prejudice.

4 17. "Employee Taxes" shall mean Settlement Class Members' share of all applicable
5 payroll taxes or withholdings related to benefits received under the Settlement. Plaintiff and
6 Settlement Class Members bear full responsibility for payment of any personal income taxes, interest
7 or penalties arising from Individual Settlement Payments or the Incentive Award paid to them.

8 18. "Employer Taxes" shall mean Defendants' share of applicable payroll taxes, such as
9 FICA and FUTA, for that portion of the Individual Settlement Payments attributed to wages. Any
10 payroll taxes owed by Defendants as a result of the Individual Settlement Payments to Settlement
11 Class Members shall be paid outside of the Maximum Settlement Amount.

12 19. "Fee and Expense Award" shall mean such award of attorneys' fees and costs as the
13 Court may authorize to be paid to Plaintiff's Counsel for the services they have rendered to the
14 Plaintiff and the Class in the Action, and the actual costs incurred by Plaintiff's Counsel in the
15 prosecution of the Action.

16 20. "Final Approval" shall mean that the Court has entered a Final Approval Order and
17 Judgment as final disposition of the Action in its entirety, by which each and every Settlement Class
18 Member shall be deemed to have conclusively released and forever discharged the Released Parties
19 for any and all Released Claims, and shall be permanently barred and enjoined from the institution
20 or prosecution of any and all Released Claims against the Released Parties, except as to such rights
21 or claims as may be created by the Settlement.

22 21. "Final Approval Hearing" shall mean a hearing held before the Court to consider
23 Final Approval of the Settlement, whether and in what amount a Fee and Expense Award should be
24 awarded to Plaintiff's Counsel, and the merits of any objections to this Agreement and the
25 Settlement set forth herein or any of its terms.

26 22. "Incentive Award" shall mean the total amount to be paid to Plaintiff as incentive and
27 consideration for his efforts as a Class Representative, not to exceed \$10,000 (as approved by the
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1 Court).

2 23. "Individual Settlement Payment" shall mean the total gross amount each Settlement
3 Class Member is entitled to receive from the Net Settlement Amount under the terms of this
4 Agreement (and subject to Employee Taxes).

5 24. "Judgment" shall mean the Final Approval Order and Judgment issued by the Court,
6 which is intended to be immediately appealable and shall constitute a final judgment respecting the
7 Parties and permanently bar the Class Representative and all Settlement Class Members from
8 prosecuting any and all Released Claims against the Released Parties.

9 25. "Maximum Settlement Amount" shall mean the maximum amount Defendants are
10 obligated to pay under the terms of this Settlement, not to exceed the total of Four Million Seven
11 Hundred-Fifty Thousand Dollars (\$4,750,000). The Maximum Settlement Amount is all-inclusive,
12 encompassing the Administration Costs, Incentive Award, Fee and Expense Award, PAGA
13 Payment, and total Individual Settlement Payments, including the employees' share of applicable
14 payroll taxes and withholdings, as approved by the Court (except Defendants' corporate tax
15 obligation, which shall be paid separately from the Maximum Settlement Amount).

16 26. "Mediator" shall refer to Mark Rudy, Esq., a well-respected mediator with significant
17 experience in wage and hour class actions.

18 27. "Mediator's Proposal" shall mean the written settlement proposal issued by the
19 Mediator on November 17, 2014 and accepted by the Parties and their counsel on November 24,
20 2014, the terms of which are memorialized in this Agreement.

21 28. "Net Settlement Amount" shall mean the settlement funds available for distribution to
22 Settlement Class Members after deducting from the Maximum Settlement Amount the following, as
23 approved by the Court: (1) the Administration Costs; (2) the Fee and Expense Award; (3) the PAGA
24 Payment; (5) the Incentive Award.

25 29. "Notice" shall mean the Court-approved form of notice to Class Members that will
26 notify Class Members of the conditional certification of the Settlement Class, Preliminary Approval
27 of the Settlement, the procedures for submitting a Workweeks Form and objecting to the Settlement,
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1 and scheduling of the Final Approval Hearing, substantially in the form attached hereto as Exhibit A.

2 30. "Notice Packet" shall mean the Notice and Workweeks Form, as approved by the
3 Court.

4 31. "PAGA Payment" shall mean the portion of the Maximum Settlement Amount
5 allocated to settle claims brought pursuant to the Private Attorneys General Act, California Labor
6 Code Section 2698 *et seq.*, not to exceed \$50,000 as approved by the Court, which shall be
7 distributed to the California Labor and Workforce Development Agency and Settlement Class
8 Members as set forth herein.

9 32. "Parties" shall collectively refer to Plaintiff, the Class, and Defendants.

10 33. "Plaintiff" shall mean Frank Ortegon-Ramirez, the Class Representative in the
11 Action.

12 34. "Plaintiff's Counsel" or "Class Counsel" shall mean Larry W. Lee, Nicholas
13 Rosenthal, and Brittany M. Hernandez of Diversity Law Group, P.C., William L. Marder, Polaris
14 Law Group, and Dennis S. Hyun, Hyun Legal APC.

15 35. "Preliminary Approval" shall mean that the Court has entered an Order preliminarily
16 approving the terms and conditions of this Agreement, including the manner of providing notice to
17 Class Members.

18 36. "Settlement" shall mean the terms and conditions set forth in this Agreement.

19 37. "Settlement Class Members" or "Settlement Class" shall mean Class Members who
20 have not excluded themselves from the Settlement in accordance with the requirements set forth
21 herein.

22 38. "Qualifying Workweek" shall mean each week, or fraction thereof, an individual
23 worked for Defendants in a position covered by the definition of Class Member during the Class
24 Period.

25 39. "Workweeks Form" shall mean the Court-approved form to be mailed by the Claims
26 Administrator to the Class Members setting forth the Qualifying Workweeks for each Class Member
27 during the Class Period, substantially in the form attached hereto as Exhibit B.

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RECITALS

40. **Background of Matter.** On October 3, 2013, Plaintiff, a former employee of the Company, filed a Complaint against Defendants alleging various wage and hour violations for: (i) failure to pay minimum wages; (ii) failure to pay overtime wages; (iii) failure to pay reporting time wages; (iv) violation of Labor Code § 203; (v) violation of Labor Code § 226; (vi) unfair business practices, violation of Business & Professions Code § 17200 *et seq.*; and (vii) violation of the Private Attorney General’s Act (the “PAGA”), Labor Code § 2698 *et seq.*

41. **Mediation.** The Parties attended and participated in good faith, arms’ length settlement discussions at a mediation session before the Mediator on November 12, 2014, after which they agreed to settlement terms memorialized in the Mediator’s Proposal, which is encompassed in and superseded by this Agreement. This Settlement was reached after extensive negotiations. The Parties believe and agree that this Settlement is a fair, adequate, and reasonable resolution of the Action and have arrived at this Settlement in arms-length negotiations, taking into account all relevant factors, present and potential, and will so represent it to the Court.

42. **Plaintiff’s Claims.** Plaintiff has claimed, and continues to claim, that his contentions have merit and give rise to Defendants’ liability. Nothing in this Agreement, the documents referenced in this Agreement, nor any action taken to carry out this Agreement is, or may be construed as or may be used as, an admission by or against the Plaintiff as to the merits or lack thereof of the claims he asserted.

43. **Denial of Wrongdoing.** Defendants deny all of the claims, contentions, and each and every allegation made by Plaintiff in the Action. In addition, nothing herein shall be deemed to waive any of Defendants’ objections and defenses to class certification or any other issue relating to or arising from the allegations set forth in the Complaint. Defendants deny that, for any purpose other than settlement, the Action is appropriate for class or representative treatment. With respect to Plaintiff’s claims, the Company contends, among other things, that it complied at all times with the California Labor Code, the Fair Labor Standards Act, the California Business and Professions Code, and all other laws, statutes, orders or regulations alleged in the Complaint. Nothing in this

1 Agreement, the documents referenced in this Agreement, or any action taken to carry out this
2 Agreement is, or may be construed as, or may be used as, an admission, concession or other
3 indication by or against Defendants of any fault, wrongdoing, or liability whatsoever.

4 44. **Inadmissibility of This Agreement.** This Settlement represents a compromise and
5 settlement of highly disputed claims. Nothing in the Agreement is intended, or may be construed, as
6 an admission by the Company that any of the claims alleged in the Action have merit, or that it has
7 any liability to the Class Members on those claims, nor as an admission by Plaintiff or the Class
8 Members that the defenses to the Action have merit. Therefore, whether or not the Settlement is
9 finally approved, and except and to the extent that this Agreement becomes a release of claims as of
10 the Effective Date, as provided for herein, neither the Settlement, nor any of its terms, nor any
11 document, statement, proceeding or conduct related to this Agreement, nor any reports or accounts
12 thereof, shall be:

13 (a) construed as, offered or admitted in evidence as, received as, or deemed to be
14 evidence for any purpose adverse to the Parties, including, but not limited to, evidence of a
15 presumption, concession, indication or admission by any of the Parties of any liability, fault,
16 wrongdoing, omission, concession, or damage; or

17 (b) disclosed, referred to, or offered or received in evidence against any of the
18 Parties, in any further proceeding in the Action, or any other civil, criminal, or administrative Action
19 or proceeding except for purposes of settling the Action or enforcing the terms of this Agreement.

20 45. **Investigation, Discovery, and Research.** The Parties conducted significant
21 investigation of the facts and law both before and after the Action was filed. Such discovery and
22 investigations have included, *inter alia*, formal civil discovery, including Plaintiff's deposition and
23 the deposition of the person(s) most knowledgeable regarding the policies, procedures, and record-
24 keeping practices at issue in the Complaint, the exchange and analysis of information pursuant to
25 both written and informal discovery, meetings and conferences between counsel for the Parties,
26 review and analysis of the Company's employee handbooks, policies, and procedures; records of
27 time worked and work performed, review of employment records by counsel and experts, and
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1 interviews of potential witnesses. Counsel for the Parties have further investigated the applicable
2 law as applied to the facts discovered regarding Plaintiff's claims, the defenses thereto, and the
3 damages and penalties claimed by Plaintiff in the Action, and exchanged extensive data and
4 information regarding the Class Claims prior to the mediation and negotiating the Settlement.

5 46. **Plaintiff's Reasons for Settlement.** Plaintiff has considered the expense, length of
6 continued proceedings necessary to continue the Action against Defendants through trial and any
7 possible appeals, and the risk and uncertainty of any recovery against Defendants. Plaintiff has also
8 taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties
9 and delays inherent in such litigation, including those involved in seeking class certification.
10 Plaintiff is also aware of the burdens of proof necessary to establish liability for the claims asserted
11 in the Action, Defendants' defenses thereto, and the difficulties in establishing the damages and
12 penalties claimed. Based on the foregoing, the advice of Plaintiff's Counsel, a full day of good faith
13 and arms' length negotiations during the mediation held on November 12, 2014, before Mark Rudy,
14 an experienced and well regarded mediator, and the substantial benefits to the Class Members and
15 the State of California, Plaintiff has determined that the Settlement set forth in this Agreement is fair,
16 adequate, and reasonable, and is in the best interests of the Class Members.

17 47. **Defendants' Reasons for Settlement.** Defendants' Counsel performed a thorough
18 analysis of the law and facts relating to the claims asserted by Plaintiff in the Action. Based upon its
19 independent investigation and analysis, the mediation held on November 12, 2014, and taking into
20 account the sharply contested issues, the expense and time necessary to pursue the action through
21 trial, the risks and costs of further defense of the Action, the uncertainties of complex litigation, and
22 the advice of Defendants' Counsel, Defendants concluded that a settlement on the terms set forth
23 herein is fair, reasonable, adequate, and in the best interests of Defendants and the Class Members.

24 NOW THEREFORE, it is agreed by and between the undersigned that the Action be settled
25 and compromised, conditioned upon approval by the Court and the other conditions set forth in this
26 Agreement, as between Plaintiff, on behalf of himself and the Class Members he represents, and
27 Defendants, on the following terms and conditions:
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TERMS OF AGREEMENT

48. **Stipulation for Conditional Certification of the Class.** Solely for purposes of Settlement, and consummation and fulfillment of this Agreement, the Parties agree to the conditional certification of the Class. However, if, for whatever reason, the Settlement does not become final, the Parties' stipulation to conditional class certification shall become null and void *ab initio* and this Agreement shall no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be appropriate in the Action or in any non-settlement context. The Parties agree the terms of this Settlement are conditioned on payment of all amounts required to be paid by the Company under the terms of this Agreement and to the extent approved by the Court.

49. **Application for Preliminary Approval.** Counsel for the Parties shall jointly request a hearing before the Court to seek Preliminary Approval of the Settlement on the earliest practical date. In conjunction with such hearing, the Parties will provide the Court with this Agreement, and any other documents necessary to implement the Settlement. Simultaneously with the filing of this Agreement, and solely for purposes of this Settlement, Counsel for the Parties will request that the Court enter a Preliminary Approval Order, preliminarily approving the proposed Settlement, conditionally certifying the Class and approving the Class Period for settlement purposes only, approving the Claims Administrator, and setting a date for the Final Approval Hearing. The Preliminary Approval Order shall also provide for Notice of the Settlement and related matters, including the Workweeks Form, to be disseminated to Class Members as specified herein or as may otherwise be ordered by the Court, provided that such order is also acceptable to the Parties and consistent with the terms of this Agreement.

50. **Procedures for Notice.** The Parties agree to the following procedures for giving notice of this Settlement to the Class:

(a) The Company will provide the Claims Administrator with the names, most recent known mailing address, telephone number, and social security number of each Class Member, and the total number of Qualifying Workweeks of each Class Member during the Class Period (collectively the "Class List ") within ten (10) business days following the date of Preliminary

1 Approval. Each Class Member's total Qualifying Workweeks will be derived from the Company's
2 records. The Class List will be treated as confidential by the Claims Administrator and will not be
3 disclosed by the Claims Administrator to anyone, except as may be required to applicable tax
4 authorities, pursuant to the express written consent of the Company, by order of the Court, or as may
5 be necessary to carry out the reasonable steps described in this Settlement to locate missing Class
6 Members.

7 (b) The Claims Administrator shall be responsible for:

- 8 (i) Mailing the Notice Packet to the Class Members as directed by the
9 Court;
- 10 (ii) Consulting with counsel for the Parties concerning any relevant issue,
11 including (without limitation) the estimated amounts of approximate
12 Individual Settlement Payments, and the acceptance of any late or
13 deficient Workweeks Forms;
- 14 (iii) Keeping track of timely and proper requests for exclusion;
- 15 (iv) Calculation and distribution of Individual Settlement Payments and
16 PAGA Payments to each Settlement Class Member and the California
17 Labor and Workforce Development Agency;
- 18 (v) Providing weekly status reports to counsel for the Parties, including:
19 (a) the number of Notice Packets mailed; (b) the number of
20 Workweeks Forms received; (c) the number of objections received;
21 and, (d) the number of requests for exclusion received.
- 22 (vi) No later than ten (10) business days before the Final Approval Hearing
23 preparing and serving on counsel for the Parties, for filing with the
24 Court in support of Plaintiff's motion for Final Approval, a declaration
25 of due diligence setting forth its compliance with its obligations under
26 this Agreement;
- 27 (vii) Notifying Counsel for Defendants within five (5) business days after
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1 the Effective Date of the wiring instructions to fund the Maximum
2 Settlement Amount as approved by the Court, which shall be paid by
3 the Company to the Claims Administrator within 10 business days
4 from the date of such notification or within ten (10) business days of
5 the Effective Date, whichever is later;

6 (viii) Distributing and paying the Individual Settlement Payments, the
7 Incentive Award, the Fee and Expense Award, and Administration
8 Costs, and Employer Taxes, as may be ordered by the Court or as
9 otherwise necessary;

10 (ix) Issuing a W-2 Form to each Settlement Class Member for the wage
11 portion of each Individual Settlement Payment, a 1099 Form to each
12 Settlement Class Member for the penalty portion of each Individual
13 Settlement Amount, including PAGA Payments, a 1099 Form to
14 Plaintiff for the Incentive Award, a 1099 Form to Class Counsel for
15 the Fee and Expense Award, and a 1099 Form to the Claims
16 Administrator for all Administration Costs; and,

17 (x) Such other tasks as the Parties mutually agree or the Court orders the
18 Claims Administrator to perform, including responding to questions
19 from Class Members.
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21 51. Within thirty (30) calendar days after Preliminary Approval, the Claims
22 Administrator shall mail a copy of the Notice Packet in the form approved by the Court in its
23 Preliminary Approval Order to all persons shown by Defendants' records to be Class Members, via
24 first class U.S. mail, using the most current mailing address available. The Notice Packet shall state
25 the total approximate amount each Class Member is estimated to be entitled to receive as their
26 Individual Settlement Payment under the Settlement. Any Notice Packets returned to the Claims
27 Administrator as undelivered and bearing a forwarding address shall be re-mailed by the Claims
28 Administrator within three (3) business days following receipt of the returned mail. For any Notice

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Packets returned to the Claims Administrator without a forwarding address, the Claims Administrator shall first conduct a National Change of Address search as required for undeliverable notices, followed by a computer/SSN and "skip trace" search to obtain an updated address, and shall promptly re-mail the Notice Packets to any newly-found address or addresses. The re-mailed Notice Packet shall be identical to the original Notice Packet. The Claims Administrator and counsel for the Parties shall undertake all reasonable efforts to locate and verify the addresses of Class Members and send a copy of the Notice Packet to all Class Members. Any costs incurred by having the Claims Administrator handle these administrative tasks shall be included in the Administration Costs approved by the Court.

52. The time period to submit a Workweeks Form shall not be extended on account of a returned or undeliverable Notice Packet.

53. **Period for Submitting Workweeks Forms.** The Notice Packet will provide that Class Members who wish to dispute the Qualifying Workweeks set forth on the Workweeks Form must timely submit to the Claims Administrator a fully completed and signed Workweeks Form not later than sixty (60) calendar days from the date the Notice Packet is mailed by the Claims Administrator. Workweeks Forms not postmarked or confirmed received by the Claims Administrator within this time period will be considered late and may be summarily rejected by the Claims Administrator, in consultation with Plaintiff's Counsel and Defendants' Counsel. In the event of a dispute, the 60 day period may be extended by the Court upon showing of good cause.

54. If a question is raised about the authenticity of a signed Workweeks Form, the Claims Administrator will have the right to demand additional proof of the Settlement Class Member's identity.

55. A Workweeks Form is "completed" only if it is signed by the Class Member and includes all of the information required to be included, completed, or confirmed by the Class Member in the Workweeks Form. A completed Workweeks Form will be deemed "timely" submitted to the Claims Administrator only if: (i) it is mailed to the Claims Administrator by first-class regular U.S. mail and postmarked by no later than sixty (60) calendar days from the date the

1 Notice Packet is mailed by the Claims Administrator; or (ii) it is otherwise delivered to, and
2 confirmed received by, the Claims Administrator no later than sixty (60) calendar days from the date
3 the Notice Packet is mailed by the Claims Administrator, whether by mail, facsimile transmission,
4 professional delivery, or personal delivery. If a Class Member does not timely submit a fully
5 completed Workweeks Form to the Claims Administrator in the manner set forth herein, then the
6 Qualifying Workweeks set forth on the Workweeks Form shall be deemed to be correct, and the
7 Class Member shall be deemed a Settlement Class Member and shall be paid his/her share of the Net
8 Settlement Amount, as approved by the Court. The failure of a Class Member to submit a timely and
9 completed Workweeks Form, or to timely submit a timely response to any Deficiency Notice
10 (described below) shall mean that the Qualifying Workweeks set forth on the Workweeks Form shall
11 be deemed to be correct and any complaint by a Class Member regarding the number of Qualifying
12 Workweeks will not be considered by the Claims Administrator except upon written stipulation of
13 Plaintiff's Counsel and Defendants' Counsel, or by the Court upon showing of good cause.

14 56. **Deficiency Notice:** The Claims Administrator shall mail a Deficiency Notice to
15 Class Members for any irregularities in their completed Workweeks Forms, which will provide the
16 Class Members with no more than fifteen (15) calendar days from mailing the Deficiency Notice to
17 cure the deficiency, even if received after sixty (60) calendar days from the date the Notice Packet is
18 mailed by the Claims Administrator. This 15-day period shall not be extended or waived by the
19 Claims Administrator except upon written stipulation of Plaintiff's Counsel and Defendants'
20 Counsel, or by the Court upon showing of good cause.

21 57. **Procedure for Objecting to or Requesting Exclusion from the Settlement.**
22 Plaintiff or any other Class Member or person(s) purporting to act on behalf of Class Members who
23 wish to object to the Settlement, or to be excluded from the Settlement Class must submit timely
24 written objections and/or requests for exclusion from the Settlement Class using the following
25 procedures:

26 (a) The Notice shall provide that any Class Member(s) and person(s) purporting
27 to act on behalf of any Class Member(s) who wish to object to the Settlement may file with the
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1 Court and serve on counsel for the Parties a written statement objecting to the Settlement. Such
2 written statement and all supporting briefs or other materials may be filed with the Court and
3 delivered to counsel for the Parties prior to the Final Approval Hearing.

4 (b) Notwithstanding, in the discretion of the Court, any Class Member, or person
5 purporting to object on behalf of any Class Member, may be received or considered by the Court at
6 the Final Approval Hearing, regardless of whether a written notice of objection is filed or delivered,
7 as set forth above.

8 (c) A Class Member who fails to file and serve a written objection or appear at
9 the Final Approval Hearing in the manner specified above shall be deemed to have waived any
10 objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to
11 the Settlement, whether by appeal or otherwise.

12 (d) The Notice shall also provide that Class Members who wish to exclude
13 themselves from the Settlement must mail to the Claims Administrator no later than sixty (60)
14 calendar days from the date the Notice Packet is mailed by the Claims Administrator a written
15 statement requesting exclusion from the Settlement Class. Such written request for exclusion should
16 contain the name, address, and telephone number of the person requesting exclusion, a statement that
17 they wish to exclude themselves from the settlement and understand that by doing so they will not
18 receive any settlement proceeds, which must be postmarked no later than sixty (60) calendar days
19 from the date the Notice Packet is mailed by the Claims Administrator. The Claims Administrator
20 will provide Plaintiff's Counsel and Defendants' Counsel the names of individuals who make timely
21 requests for exclusion.

22 (e) Class Members who submit a timely request for exclusion will not receive a
23 *pro rata* distribution from the Net Settlement Amount and will not be allowed to object to this
24 Settlement. No request for exclusion will be accepted by the Claims Administrator if postmarked
25 after sixty (60) calendar days from the date the Notice Packet is mailed by the Claims Administrator.

26 (f) Class Members who fail to submit a timely request for exclusion in the
27 manner described herein shall be Settlement Class Members, and shall be bound by all terms of the
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1 Settlement and the Judgment, if the Settlement is approved by the Court.

2 (g) If any Class Member who timely submits an objection, as determined by the
3 Court, files a notice of appeal of the Judgment within the time period prescribed by law, the
4 Company shall not be required to fund any portion of the Maximum Settlement Amount, and the
5 Claims Administrator shall not distribute or pay any monies, until the appeal(s) are finally resolved
6 in favor of the Settlement or dismissed with prejudice.

7 **58. No Solicitation of Objections or Exclusions.**

8 The Parties agree to use their best efforts to carry out the terms of this Settlement. Neither
9 the Parties nor their counsel or agents will contact Class Members for the purpose of attempting to
10 influence them to not participate in this Settlement. If contacted by a Class Member, Counsel for the
11 Parties and representatives of the Company may provide information or assistance regarding any
12 aspect of the Settlement requested by the Class Member. At no time shall any of the Parties or their
13 counsel, agents, or representatives solicit or otherwise encourage Class Members or any other
14 persons (including but not limited to the State of California Labor & Workforce Development
15 Agency) to submit written objections to the Settlement or requests for exclusion from the Settlement,
16 or encourage Class Members or any other person to appeal from the Judgment.

17 **FINAL APPROVAL AND JUDGMENT**

18 **59. Final Approval Hearing.** After Preliminary Approval, notice to the Class and an
19 opportunity for objection, a Final Approval Hearing shall be held on a date set by the Court. In
20 connection with the Final Approval Hearing, the Parties shall file such papers with the Court as
21 either their counsel or the Court may determine to be necessary. Plaintiff's Counsel shall file proof
22 of Notice before the Final Approval Hearing.

23 **60. Judgment.** Concurrent with Final Approval of the Settlement, the Parties shall
24 obtain entry of a Final Approval Order and Judgment as final disposition of the Action in its entirety,
25 intended to be immediately appealable. Upon entry of the Final Approval Order and Judgment, each
26 and every Settlement Class Member shall be deemed to have conclusively released and forever
27 discharged the Released Parties for any and all Released Claims, and shall be permanently barred
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1 and enjoined from the institution or prosecution of any and all Released Claims against the Released
2 Parties, except as to such rights or claims as may be created by the Settlement. It is expressly agreed
3 by the Parties that the Court will retain jurisdiction over the Action only: (i) to enforce the terms of
4 this Agreement; (ii) address any Claims Administration matters that may arise; and (iii) address such
5 post-Judgment matters as may be appropriate under the Court's rules or applicable law.

6 61. **Disputes.**

7 (a) If a Class Member disputes the number of Qualifying Workweeks listed on
8 the Workweeks Form, the Class Member may produce evidence to the Claims Administrator
9 indicating the dates that the Class Member contends were actually worked during the applicable
10 Class Period. All challenges must be postmarked no later than sixty (60) calendar days from the date
11 the Notice Packet is mailed by the Claims Administrator. The Claims Administrator may reject any
12 challenge not supported by such evidence.

13 (b) If a dispute arises over the number of Qualifying Workweeks listed in the
14 Workweeks Form based on the objections of, and evidence produced by, a Class Member, the
15 Company will be asked to manually review its payroll and personnel records to verify the correct
16 number of Qualifying Workweeks. The records of the Company shall have a rebuttable presumption
17 of correctness and will be presumed determinative. The Claims Administrator's determination shall
18 be final and binding. The Court will not review any such disputes.

19 **CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL,**
20 **CANCELLATION, AND TERMINATION**

21 62. **Nullification of Agreement.**

22 (a) The Parties expressly agree that this Agreement shall be null and void, and
23 shall not be enforceable, in the event:

- 24 (i) the Court does not enter any order specified herein; or
25 (ii) the Court does not finally approve the Settlement as provided herein or
26 as otherwise acceptable to the Parties; or
27 (iii) the Court does not enter the Judgment as provided herein which
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1 becomes final as a result of the occurrence of the Effective Date.

2 (b) The Company shall have the sole and exclusive right to rescind this
3 Agreement and the Settlement if Class Members representing more than ten percent (10%) of all
4 Qualifying Workweeks request exclusion from the Settlement. If the Company rescinds this
5 Agreement pursuant to this provision, the Company shall be solely responsible for any and all costs
6 incurred by the Claims Administrator.

7 (c) If the Settlement does not become final for any reason, this Agreement shall
8 be null and void *ab initio*, no Party shall be bound by the terms thereof, neither this Agreement nor
9 the Mediator's Proposal shall be admissible or offered into evidence in the litigation or any other
10 action for any purpose whatsoever, and any order or judgment entered by the Court in furtherance of
11 this Settlement shall be treated as withdrawn or vacated by stipulation of the Parties. In such case,
12 the Parties shall be returned to their respective positions as of the date immediately prior to the
13 execution of this Agreement and the Mediator's Proposal, and the Parties shall proceed in all
14 respects as if this Agreement had not been executed, and the Company shall have no obligation to
15 make any payments to Plaintiff, Counsel for Plaintiff, the LWDA, or any Class Member.
16 Notwithstanding the foregoing, an appeal of, a modification of, a reversal on appeal, or the reduction
17 of any Fee and Expense Award or Incentive Award shall not constitute grounds for cancellation and
18 termination of this Agreement.

19 63. **Maximum Settlement Amount.**

20 (a) In full settlement of the Class Claims asserted in the Action and all Released
21 Claims, the Company has agreed to pay a Maximum Settlement Amount not to exceed \$4,750,000
22 (Four Million Seven Hundred-Fifty Thousand Dollars). This is the total maximum amount that the
23 Company shall be required to pay under this Settlement for all purposes, including, as approved by
24 the Court: (1) all Individual Settlement Payments inclusive of the employees' share of applicable
25 payroll taxes or mandatory withholdings; (2) all PAGA Payments (3) all Fee and Expense Awards;
26 (4) all Administration Costs; and (5) the Incentive Award. There shall be no reversion and, subject
27 to Final Approval, the entire Net Settlement Amount shall be distributed to Settlement Class
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1 Members. Under no circumstances will the Company be required to pay more than the Maximum
2 Settlement Amount (except for Employer Taxes, which shall be paid exclusive of the Maximum
3 Settlement Amount).

4 (b) In the event the Court does not grant Final Approval or this Agreement is
5 canceled, rescinded, terminated, voided, or nullified, the Company will not have any obligation to
6 pay or provide any portion of the Maximum Settlement Amount.

7 64. **Net Settlement Amount.** The amount available for distribution to Settlement Class
8 Members shall be calculated by deducting from the Maximum Settlement Amount, as approved by
9 the Court: (1) the Fee and Expense Award; (2) the Incentive Award; (3) the PAGA Payment; and (4)
10 the Administration Costs.

11 65. **Distribution of the Net Settlement Amount.** The Parties agree that only Settlement
12 Class Members are eligible to receive Individual Settlement Payments, subject to applicable payroll
13 taxes and withholdings. To the extent a Class Member requests exclusion from, or opts out of, the
14 Settlement, his or her share of the Net Settlement Amount shall be reapportioned and distributed *pro*
15 *rata* to the Settlement Class Members by the Claims Administrator.

16 66. **Uncashed Settlement Checks.** Individual Settlement Payments will remain valid for
17 ninety (90) calendar days after the date of issuance. Any unused, returned, or uncashed Individual
18 Settlement Payments that are unused, returned, or uncashed after 90-days will be void and the funds
19 associated with that check shall be paid on a *cy pres* basis to YearUp.org, or such other charitable
20 organization as approved by the Court. In the event the Court does not approve the Parties' *cy pres*
21 organization, the Claims Administrator shall distribute any residual funds remaining in the Net
22 Settlement Amount from such un-redeemed checks to the California Industrial Relations Unclaimed
23 Wages Fund with an identification of the Settlement Class Member.

24 INDIVIDUAL SETTLEMENT PAYMENTS

25 67. **Eligible Claims.** Solely for purposes of this Agreement, the Net Settlement Amount
26 shall be distributed in accordance with the following eligibility requirements:

27 (a) Any Class Members who have not excluded themselves from the Settlement
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1 in accordance with the requirements set forth in the Notice Packet shall be deemed Settlement Class
2 Members and are bound by this Settlement and any order or judgment entered by the Court
3 approving this Settlement.

4 (b) Unless they request exclusion from the Settlement, all Class Members are
5 eligible to receive Individual Settlement Payments as Settlement Class Members.

6 (c) Class Members who submit timely written requests for exclusion pursuant to
7 the Notice Packet are not Settlement Class Members, and therefore are not entitled to any Individual
8 Settlement Payment and will not be bound by this Settlement or any order or judgment entered by
9 the Court approving this Settlement.

10 68. **Calculation of Individual Settlement Payments.** The estimated Individual
11 Settlement Payment for each Class Member set forth in the Notice will be based on: (a) each Class
12 Member's total number of Qualifying Workweeks; (b) divided by the aggregate number of
13 Qualifying Workweeks of all Class Members; (c) multiplied by the value of the Net Settlement
14 Amount. Each Class Member's Qualifying Workweeks will be determined by reference to the
15 Company's records, subject to Settlement Class Members' right to submit evidence in support of
16 disputed workweek claims. All Settlement Class Members, unless they request exclusion from the
17 Settlement, will receive Individual Settlement Payments. The entire Net Settlement Fund shall be
18 allocated to the payment of Individual Settlement Payments to Settlement Class Members. Each
19 Settlement Class Member shall also receive his or her *pro rata* share of the PAGA Payment.

20 69. **Wages, Interest, and Penalties.** The Parties agree that one-third (33.33%) of each
21 Individual Settlement Payment is allocated to wages subject to all applicable wage laws, including
22 federal, state and local tax withholding and payroll taxes, reported on Form W-2. The remaining
23 portion of each Individual Settlement Payment shall be allocated as follows: one-third (33.33%)
24 represents interest, and one-third (33.33%) represents penalties and other non-wage damages sought
25 in the Action. Payments allocated to penalties, non-wage damages and interest shall not be subject
26 to withholding, reported on Form 1099. The Claims Administrator shall be responsible for issuing
27 the payments and calculating and withholding all required federal, state and local taxes.
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1 70. **Difficulty of Determining Claims.** The Parties recognize and agree that the precise
2 amounts of compensation claimed in this Action are extremely difficult to determine with any
3 certainty for any given year, if at all, and are subject to a myriad of different calculations and
4 formulas. The Parties agree that the formula for allocating the Individual Settlement Payments to
5 Class Members provided herein is reasonable and that the payments provided herein are designed to
6 provide a fair settlement for the Class as a whole, in light of the uncertainties regarding the
7 calculation of alleged compensation to each Settlement Class Member.

8 71. **Distribution of Maximum Settlement Amount.** If no objections are filed,
9 Individual Settlement Payments will be distributed by the Claims Administrator to Settlement Class
10 Members within twenty (20) calendar days from the Effective Date, or within ten (10) business days
11 from the date the Company funds the Maximum Settlement Amount, whichever is later.

12 72. Any check issued to any Settlement Class Member shall remain valid and negotiable
13 for ninety (90) calendar days from the date of its issuance, but if not cashed within that time it will
14 be deemed null and void and of no further force and effect, and the amount of the check shall be
15 distributed to the *cy pres* designee approved by the Court, as set forth in paragraph 66 above.
16 However, the affected Settlement Class Member shall nevertheless remain a member of the
17 Settlement Class and shall be bound by all the terms of this Agreement and the Court's Final
18 Approval Order and Judgment.

19 73. No person shall have any claim against the Parties or the Claims Administrator based
20 on mailings, distributions, and payments made in accordance with this Agreement or any order of
21 the Court. The Claims Administrator is not and shall not be deemed to be an employee or agent of
22 any Party.

23 74. **Fee and Expense Award.** Plaintiff's Counsel intends to request that the Court
24 authorize and award attorneys' fees of up to one-third of the Maximum Settlement Amount
25 (\$1,583,333.33) and an award of costs and expenses as approved by the Court, estimated not to
26 exceed \$30,000 (collectively the " Fee and Expense Award"). To the extent the Court awards
27 Plaintiff's Counsel less than the foregoing amounts, the remainder shall be available to pay
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1 Settlement Class Members from the Net Settlement Fund.

2 75. Any amount awarded by the Court as the Fees and Expense Award is included in and
3 shall be paid from the Maximum Settlement Amount. Any amount awarded by the Court and paid
4 as the Fee and Expense Award shall be for all claims for attorneys' fees, costs, and expenses, past,
5 present, and future, incurred in the Action. Defendants will not object to Plaintiff's Counsel's
6 requests for the Fee and Expense Award as set forth in the preceding paragraph.

7 76. The Fee and Expense Award shall be paid by the Claims Administrator to Plaintiff's
8 Counsel no later than fifteen (15) business days from the Effective Date of this Agreement. The Fee
9 and Expense Award shall be paid solely from the Maximum Settlement Amount, and Defendants
10 shall not be required to otherwise pay any portion of such attorneys' fees and expenses. The Fee and
11 Expense Award shall be reported on an IRS 1099 Form to the appropriate taxing authorities, with a
12 copy to Plaintiff's Counsel.

13 77. Payment of the Fee and Expense Award to Plaintiff's Counsel shall constitute full
14 satisfaction of any obligation to pay any amounts to any person, attorney or law firm for attorneys'
15 fees, expenses or costs in the Action incurred by any attorney on behalf of the Plaintiff or the
16 Settlement Class, and shall relieve all of the Released Parties of any other claims or liability to any
17 other attorney or law firm for any attorneys' fees, expenses, and/or costs to which any of them may
18 claim to be entitled on behalf of the Plaintiff and/or the Settlement Class. Upon receipt of the Fee
19 and Expense Award, Plaintiff's Counsel will be deemed to have released Defendants and the
20 Released Parties from any and all claims resulting from the Action. Plaintiff's Counsel further
21 represents that there are no liens or other claims for attorneys' fees and costs asserted or reasonably
22 capable of being asserted plausibly by any person or entity other than Plaintiff's Counsel. Plaintiff
23 and Plaintiff's Counsel agree to indemnify, defend, and hold harmless Defendants and the Released
24 Parties against any liens or other claims for attorneys' fees and costs that are or may be later asserted
25 by any person or entity other than Plaintiff's Counsel.

26 78. **Defendants' Legal Fees and Costs.** All of Defendants' own legal fees, costs, and
27 expenses incurred in the Action shall be borne by Defendants. Any and all Administration Costs
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1 shall be paid exclusively from the Maximum Settlement Amount.

2 79. **Incentive Award to Plaintiff and General Release.** Plaintiff may petition the Court
3 for an Incentive Award of up to \$10,000 as consideration for his service to the Class as a Class
4 Representative and the general release of all claims as set forth herein. To the extent the Court
5 awards the Plaintiff less than the aforesaid amount as an Incentive Award, the remainder shall
6 remain part of the Net Settlement Amount and shall be available to pay claims by Settlement Class
7 Members. Any Incentive Award approved by the Court is included in and shall come out of the
8 Maximum Settlement Amount in the manner set forth herein, and shall be distributed to Plaintiff by
9 the Claims Administrator no later than fifteen (15) business days after the Effective Date. The
10 Incentive Award paid under this Agreement shall be reported on an IRS Form 1099 and provided to
11 Plaintiff and applicable governmental authorities.

12 80. Plaintiff and Plaintiff's Counsel acknowledge and agree that they are and will be
13 responsible for the payment of any and all Federal, State, and Local taxes or penalties associated
14 with their respective allocated portions of the payments described herein, and agree to indemnify,
15 defend, and hold the Released Parties harmless from any and all claims by any Federal, State, or
16 Local taxing authority that Plaintiff or Plaintiff's Counsel failed to pay or underpaid their or her
17 share of tax associated with the payments set forth in this Agreement. The Parties acknowledge and
18 agree that Plaintiff's Counsel is not responsible for the payment of any or all Federal, State, and
19 Local taxes or penalties associated with payments to Plaintiff and Settlement Class Members, and
20 further acknowledge and agree that Plaintiff's Counsel does not agree to indemnify, defend, or hold
21 the Released Parties harmless from any and all claims by any Federal, State, or Local taxing
22 authority that Plaintiff or Class Members failed to pay or underpaid their or his or her share of taxes
23 associated with the payments set forth in this Agreement. In the event that the Company or any
24 Released Party receives any notice or demand regarding a claim by a taxing authority that Plaintiff
25 or Plaintiff's Counsel has failed to pay or underpaid their or her share of any taxes associated with
26 payments they received under this Agreement, the Company agrees to notify Plaintiff and Plaintiff's
27 Counsel so as to provide each of them with an opportunity to defend, at their expense, the Released
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1 Parties from any such claim based on their respective payments; provided, however, that the
2 opportunity to defend the Released Parties shall not relieve Plaintiff or Plaintiff's Counsel (or both,
3 as applicable) of their or his obligation to indemnify and defend the Company and/or the Released
4 Parties for their respective share. Defendants make no representations or warranties or promises of
5 any kind or nature regarding the taxability of any sums paid in settlement pursuant to this
6 Agreement, the risk of which rests entirely with Plaintiff and Plaintiff's Counsel.

7 81. The Incentive Award to Plaintiff does not prohibit Plaintiff from receiving an
8 Individual Settlement Payment.

9 82. The Parties agree to cooperate in the Settlement administration process and to make
10 all reasonable efforts to control and minimize the costs and expenses incurred in administration of
11 the Settlement.

12 83. **Administration Costs.** All Administration Costs shall be paid from the Maximum
13 Settlement Amount upon completion of all duties required to be performed by the Claims
14 Administrator under the terms of this Agreement, or as otherwise required by the Court.

15 84. **Settlement Payments to the State of California and Class Members to Settle the**
16 **Private Attorneys General Act (PAGA) Labor Code Section 2699 Claim.** To implement the
17 terms of this Settlement, the Parties have agreed to allocate a total of Fifty Thousand Dollars
18 (\$50,000) from the Maximum Settlement Amount in settlement of the alleged PAGA violations and
19 claims alleged in the Complaint. California Labor Code section 2699(i) requires that any settlement
20 under this section shall be distributed as follows: 75% to the LWDA for enforcement of labor laws
21 and education of employers, and 25% to aggrieved employees. Therefore, \$37,500 will be paid to
22 the LWDA and the remaining \$12,500 will be allocated to all Class Members and paid *pro rata* to
23 Settlement Class Members on a Qualifying Workweek basis. Because the PAGA Payment is in the
24 nature of a statutory penalty, as provided for in Labor Code section 2699(i), these payments shall not
25 be subject to withholding, but are subject to indemnification as set forth in this Agreement.

26 85. **Employer's Share of Statutory FICA, FUTA, and California Withholdings.** Any
27 Employer Taxes arising from the Individual Settlement Payments shall be paid exclusive of the
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1 Maximum Settlement Amount. All payroll taxes will be computed by the Claims Administrator
2 based on the amounts actually claimed by Settlement Class Members allocated to wages, as set forth
3 herein. The Claims Administrator shall be responsible for making all necessary payments and
4 filings in connection with such payments.

5 86. **Settlement Class Members' Income Taxes.** The Claims Administrator shall timely
6 and properly withhold from the Individual Settlement Payments payable to Settlement Class
7 Members all applicable Employee Taxes. Payments to Settlement Class Members and Plaintiff
8 pursuant to this Agreement shall be reported by the Claims Administrator on IRS Forms W-2 (for
9 payments representing wages) or 1099 (for all other payments), and provided to the respective
10 Settlement Class Members and governmental authorities as required by law. The Claims
11 Administrator shall issue all reports required by federal, state, and local tax agencies to document all
12 payments made pursuant to this Settlement.

13 87. Notwithstanding the withholding of Employee Taxes, each Settlement Class Member
14 will be responsible for paying all applicable state, local, and federal income taxes on all amounts the
15 Settlement Class Member receives pursuant to this Agreement. Should any taxing authority or
16 agency challenge the allocation of Individual Settlement Payments and/or Employee Taxes, each
17 Settlement Class Member shall cooperate with the Company and provide documentation as
18 requested to demonstrate such payment and the appropriateness of any withholding.

19 88. **No Effect on Employee Benefits.** The Individual Settlement Payments available to
20 Class Members and the Incentive Award paid to Plaintiff shall not be deemed to be "pensionable"
21 earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee
22 benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the Plaintiff or Class Members. The
23 Parties agree that any Individual Settlement Payment or Incentive Award paid under the terms of this
24 Agreement does not represent any modification of Settlement Class Members' previously credited
25 hours of service or other eligibility criteria under any employee pension benefit plan or employee
26 welfare benefit plan sponsored by the Company. Further, any Individual Settlement Payment or the
27 Incentive Award paid hereunder shall not be considered "compensation" in any year for purposes of
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1 determining eligibility for, or benefit accrual within, an employee pension benefit plan, employee
2 welfare benefit plan, employee bonuses, or employee past, current, or future compensation levels.
3 The Parties further agree that Plaintiff and all Settlement Class Members will be deemed to have
4 waived any claims or benefits under the Employee Retirement Income Security Act of 1974 (29
5 U.S.C §1001 *et seq.*) premised upon any and all amounts they receive under this Settlement as part
6 of their Released Claims under this Agreement.

7 89. **Notification and Certification by Claims Administrator.** The Claims
8 Administrator shall keep counsel for the Parties apprised of the status of the distributions of
9 Individual Settlement Payments. Upon completion of administration of that portion of the
10 Settlement, the Claims Administrator shall provide written certification of such completion to
11 counsel for the Parties. No later than ten (10) business days before the Final Approval Hearing, the
12 Claims Administrator will prepare and submit for filing in support of the motion for Final Approval
13 a declaration attesting to: (i) mailing of the Notice Packet; (ii) receipt of valid Workweek Forms
14 (indicated by number of Settlement Class Members only); (iii) receipt of any valid requests for
15 exclusion; and (iv) any inability to deliver the Notice Packet to Class Members due to invalid
16 addresses. Prior to the Final Approval Hearing, the Claims Administrator will prepare and submit
17 for filing in support of the motion a supplemental declaration as may be necessary or requested by
18 counsel for the Parties.

19 90. **Waiver of Liability.** No person shall have any claim against the Parties based on
20 mailings, distributions, and payments made, or any other action taken, in accordance with, or
21 pursuant to, this Agreement or any order of the Court.

22 91. **No Tax Advice.** Neither Plaintiff's Counsel nor Defendants' Counsel intend
23 anything contained herein to constitute legal advice regarding the taxability of any amount paid
24 hereunder, nor shall it be relied upon as such. The tax issues for each Settlement Class Member are
25 unique, and each Settlement Class Member is advised to obtain tax advice from his or her own tax
26 advisor with respect to any payments resulting from the Individual Settlement Payments.

27 **RELEASES**

1
2 92. **Release by the Settlement Class Members.** As of the Effective Date, and for the
3 duration of the Class Period, Plaintiff and all Settlement Class Members (on behalf of each of them
4 and each of their heirs, executors, administrators, and assigns) irrevocably and unconditionally fully
5 release and forever discharge Defendants, their past, present, and future parents, subsidiaries,
6 divisions, and affiliates and their respective past, present, and future officers, directors, employees,
7 partners, shareholders, owners, agents, vendors, affiliates, insurers, legal representatives, and all of
8 their successors (including persons or entities who may acquire it in the future), assigns,
9 representatives, heirs, executors, and administrators and all other persons acting by, through, under
10 or in concert with them that could be liable (collectively, the "Released Parties"), from all Class
11 Claims and any and all claims, debts, rights, demands, obligations or liabilities of every nature and
12 description, whether known or unknown, for damages, penalties, liquidated damages, punitive
13 damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief arising out of the
14 allegations set forth in the Action (the "Released Claims"). The Released Claims include, but are
15 not limited to:

- 16 (a) any and all claims based on the alleged failure to pay minimum wages,
17 overtime wages, or timely pay all wages due and owing at the time of an
18 employee's termination pursuant to California Labor Code §§ 201-204, 510,
19 1194 and 1197; and the applicable Industrial Welfare Commission Orders;
- 20 (b) any and all claims based on the alleged failure to provide or maintain accurate
21 wage statements pursuant to California Labor Code §§ 226 and 226.3;
- 22 (c) any and all claims based on the alleged failure to provide reporting time pay;
- 23 (d) any and all claims for statutory penalties pursuant to California Labor Code §§
24 201-203, 226, 510, 1194, 1197 and the California Private Attorney General's
25 Act, California Labor Code § 2698 *et seq.* based upon the claims released
26 herein;
- 27 (e) any and all claims for unfair business practices pursuant to California
28 Business and Professions Code § 17200 based upon the claims released

1 herein; and,

2 (f) any additional claims arising out of or based on the factual allegations set
3 forth in the Complaint, including any claims for time allegedly worked but not
4 compensated, off-the-clock time, reporting time, unpaid minimum or regular
5 wages, overtime, any alleged failure to make wage payments in a timely
6 manner, and any applicable penalties, damages, interest, attorneys' fees, or
7 costs.

8 93. **Additional General Release of All Claims by Plaintiff**

9 (a) As of the Effective Date, and for the duration of the Class Period, Plaintiff (on
10 his own behalf and on behalf of his heirs, executors, administrators, and assigns) knowingly and
11 voluntarily releases and forever discharges the Released Parties from any and all claims, known and
12 unknown, asserted and unasserted, that he has or may have had against Defendants or any of the
13 Released Parties. Such claims include, but are not limited to: breaches of contract, whether written,
14 oral or implied; violations of any public policy; tort claims, including but not limited to intentional
15 infliction of emotional distress and negligent infliction of emotional distress, defamation,
16 misrepresentation, and fraud; retaliation claims; common law claims; any other claims for damages,
17 costs, fees, or other expenses, including attorneys' fees; and any violations of the following statutes,
18 laws, and regulations: Title VII of the Civil Rights Act of 1964, as amended; The Civil Rights Act
19 of 1991; Sections 1981 through 1988 of Title 42 of the United States Code, as amended; The
20 Americans with Disabilities Act of 1990, as amended; The Age Discrimination in Employment Act
21 of 1967, as amended; the Older Workers Benefit Protection Act; the Employment Retirement
22 Income Security Act of 1974, as amended; the Occupational Safety and Health Act, as amended; the
23 Sarbanes-Oxley Act of 2002; the Family and Medical Leave Act of 1993, as amended; the Fair
24 Labor Standards Act; the California Fair Employment and Housing Act – Cal. Gov't Code § 12900
25 *et seq.*; the California Family Rights Act – Cal. Govt. Code §12945.2 *et seq.*; the California Unruh
26 Civil Rights Act – Civ. Code §51 *et seq.*; the California Whistleblower Protection Law – Cal. Lab.
27 Code §1102-5(a) to (c); the California Occupational Safety and Health Act, as amended, California
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1 Labor Code § 6300 *et seq.*, and any applicable regulations thereunder; the California Labor Code;
2 the Labor Code Private Attorneys General Act of 2004 – Cal. Lab. Code § 2698 *et seq.*; California
3 Labor Code § 132a; and any other federal, state, or local civil employment law, statute, regulation,
4 or ordinance capable of being released by Plaintiff, excluding any claims that cannot be released as a
5 matter of law.

6 94. **California Civil Code section 1542.** To effect a full and complete general release as
7 described above, Plaintiff and each Settlement Class Member expressly waives and relinquishes all
8 rights and benefits of California Civil Code section 1542, and does so understanding and
9 acknowledging the significance and consequence of specifically waiving rights under Civil Code
10 section 1542, which states as follows:

11 **A general release does not extend to claims which the creditor does not**
12 **know or suspect to exist in his or her favor at the time of executing the**
13 **release, which if known by him or her must have materially affected his**
14 **or her settlement with the debtor.**

14 However:

15 **The Parties expressly exclude from the scope of this release (except with**
16 **respect to Plaintiff, who waives all claims) any claims Settlement Class**
17 **Members have in connection with any individual actions or class actions**
18 **involving claims other than the Released Claims.**

18 Thus, notwithstanding the provisions of Civil Code section 1542, and to implement a full and
19 complete release and discharge, Plaintiff expressly acknowledges this Settlement is intended to
20 include in its effect, without limitation, all known and unknown claims, including any claims that he
21 does not know or suspect to exist in his favor against the Released Parties at the time of signing this
22 Agreement, and that this Settlement contemplates the extinguishment of any such claim or claims.
23 Plaintiff acknowledges he may later discover facts different from or in addition to those he now
24 knows or believes to be true regarding the matters released or described in this Agreement, and
25 nonetheless agrees that the releases and agreements contained in this Agreement shall remain fully
26 effective in all respects notwithstanding any later discovery of any different or additional facts.
27 Plaintiff assumes any and all risks of any mistake in connection with the true facts involved in the
28 matters, disputes, or controversies described in this Agreement or with regard to any facts now

1 unknown to the Plaintiff relating to those matters.

2 **ADDITIONAL MATTERS**

3 95. **Headings and Captions.** The headings and captions contained in this Agreement are
4 inserted for convenience and in no way define, limit, extend, or describe the scope of this Agreement
5 or the intent of any provision thereof.

6 96. **Interim Stay of Proceedings.** Pending the Final Approval Hearing to be conducted
7 by the Court, or earlier if for any reason the settlement contemplated by this Agreement will not
8 occur, the Parties agree to hold in abeyance all proceedings in the Action, except such proceedings
9 as are necessary to implement and complete the Settlement, or to comply with any Order of the
10 Court.

11 97. **Amendment or Modification.** This Agreement may not be amended or modified in
12 any respect except by a written instrument duly executed by all of the Parties to this Agreement or
13 their counsel, and approved by the Court.

14 98. **Entire Agreement.** This Agreement and its Exhibits constitute the entire Agreement
15 of the Parties with respect to the matters discussed herein, and no oral or written representations,
16 warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits
17 other than the representations, warranties, and covenants contained and memorialized in such
18 documents. All prior or contemporaneous negotiations, agreements, understandings, and
19 representations, whether written or oral, are expressly superseded hereby and are of no further force
20 and effect. Each of the Parties acknowledges that it has not relied on any promise, representation, or
21 warranty, express or implied, not contained in this Agreement.

22 99. **Authorization to Enter into Settlement Agreement.** Each signatory to this
23 Agreement hereby warrants and represents that he or she has the authority to execute this
24 Agreement, thereby binding the respective party to take all appropriate action required or permitted
25 to be taken by the Parties pursuant to this Agreement to effectuate its terms and to execute any other
26 documents required to effectuate the terms of this Agreement. The Parties and their counsel agree to
27 cooperate with each other and to use their best efforts to effect the implementation of this
28

1 Agreement.

2 100. **Binding Effect of the Agreement.** This Agreement shall be binding upon, and inure
3 to the benefit of, the Parties and their respective heirs, legal representatives, executors,
4 administrators, successors, and assigns.

5 101. **Choice of Law.** In determining the rights of the Parties hereto, this Agreement shall
6 be governed by, construed, and interpreted in accordance with the laws of the State of California,
7 without regard to the conflict of laws principles thereof.

8 102. **Counterparts.** This Agreement may be executed in one or more counterparts, each
9 of which shall be an original, provided that counsel for the Parties shall exchange among themselves
10 original signed counterparts.

11 103. **Representation by Counsel and Cooperation in Drafting.** All of the Parties
12 acknowledge that they have been represented by counsel throughout all negotiations and in the
13 execution of this Agreement, and that this Agreement has been executed with the consent and advice
14 of counsel. In addition, each of the Parties has cooperated in the drafting and preparation of this
15 Agreement. Hence, any rule which construes ambiguities against the drafter shall have no force or
16 effect.

17 104. **Inadmissibility of Settlement Agreement.** If this Agreement does not become
18 effective or is cancelled or terminated for any reason, it shall be deemed negotiation for settlement
19 purposes only and will not be admissible in evidence or usable for any purpose whatsoever in the
20 Action or any proceedings between the Parties

21 105. **Invalidity of Any Provision.** If any provision of this Agreement is held to be
22 invalid, void, or unenforceable, the remaining provisions hereof shall continue in full force and
23 effect.

24 106. **Terminology and Construction.** All personal pronouns used in this Agreement,
25 whether used in the masculine, feminine, or neutral gender, shall include all other genders, and the
26 singular shall include the plural and *vice versa*.

27 107. **Notices.** Any notices or other documents that must or may be transmitted to
28

1 Plaintiff's Counsel and/or Defendants' Counsel, pursuant to any provision of this Agreement, shall
2 be transmitted to each of the following:
3

For documents to Defendants' Counsel:	For documents to Plaintiff's Counsel:
Douglas M. Bria Lindsey M. Stevens Littler Mendelson, P.C. 650 California Street, 20th Floor San Francisco, CA 94108.2693 Tel.: (415) 433-1940 Fax: (415) 399-8490	Larry W. Lee DIVERSITY LAW GROUP, P.C. 550 S. Hope Street · Suite 2655 Los Angeles, California 90071 (213) 488-6555 (213) 488-6554 facsimile

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10 108. **Publicity.** Plaintiff and Plaintiff's Counsel will not publicize the Settlement and will
11 not communicate the terms of the Settlement to any other person outside the Action, including
12 members of the press, news media, etc. (including organizations that publicize verdicts and
13 settlements). Plaintiff and Class Counsel further agree that they shall not promote, or publicize the
14 Settlement with anyone other than the Court, and in particular agree that they will not issue any press
15 releases, engage in any communications, or take any other action that would provide the press or
16 media or any litigation reporting service with information about this Action or the Settlement, or
17 otherwise enable or allow the press or other media or any litigation reporting service to learn or
18 obtain such information. Plaintiff and Plaintiff's Counsel further agree that if contacted regarding
19 this case, they will state only that the matter is resolved. Nothing herein shall be interpreted as
20 preventing any good-faith communications by any Counsel for the Parties and/or any Parties with
21 the Court, Class Members, or the Claims Administrator for the sole purpose of facilitating the
22 Settlement of the Action.

23 109. The Parties and all counsel acknowledge and agree that for the purposes of any
24 claims, actions, and/or proceedings arising out of this Agreement, notice provided to Plaintiff's
25 Counsel shall be deemed to be notice to the Plaintiff.

26 110. The Parties and their Counsel will fully cooperate with each other and use their best
27 efforts, including all efforts contemplated by this Settlement and any other efforts that may become
28 necessary or ordered by the Court, or otherwise, to accomplish the terms of this Settlement,

1 including but not limited to, executing such documents and taking such other action as may
2 reasonably be necessary to obtain preliminary and final approval of this Settlement and to implement
3 its terms.

4 111. It is agreed that, because the Class Members are so numerous, it is impossible or
5 impractical to have each Class Member who does not timely and validly opt-out execute this
6 Agreement. Therefore, the Notice Packet will inform all Class Members of the binding nature of the
7 releases contained in this Agreement will have the same force and effect as if this Agreement were
8 executed by each Class Member who does not timely and validly opt-out.

9 **EXECUTION BY PARTIES AND COUNSEL**

10 The Parties and their counsel hereby execute this document to evidence their acceptance of
11 and agreement to the Settlement memorialized in this Agreement.

12
13 DATED: March 11, 2015

Cedar Fair, L.P. and Cedar Fair Management, Inc.

14
15 By 

16 Title VP & General Counsel

17
18 DATED: _____, 2015

Frank Ortegon-Ramirez

19
20 APPROVED AS TO FORM:

21 DATED: _____, 2015

DIVERSITY LAW GROUP

22
23 By: _____

Larry W. Lee
Attorneys for Plaintiff

24
25 DATED: _____, 2015

POLARIS LAW GROUP

26
27 By: _____

William L. Marder
Attorneys for Plaintiff

1 including but not limited to, executing such documents and taking such other action as may
2 reasonably be necessary to obtain preliminary and final approval of this Settlement and to implement
3 its terms.

4 111. It is agreed that, because the Class Members are so numerous, it is impossible or
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6 Agreement. Therefore, the Notice Packet will inform all Class Members of the binding nature of the
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8 executed by each Class Member who does not timely and validly opt-out.

9 **EXECUTION BY PARTIES AND COUNSEL**

10 The Parties and their counsel hereby execute this document to evidence their acceptance of
11 and agreement to the Settlement memorialized in this Agreement.

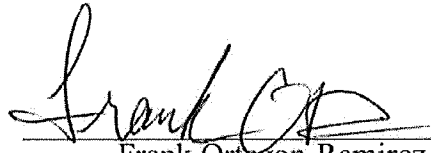
12
13 DATED: _____, 2015

Cedar Fair, L.P. and Cedar Fair Management, Inc.

14
15 By _____

16 Title _____


17
18 DATED: March 9, 2015

19 
Frank Ortegon-Ramirez

20 APPROVED AS TO FORM:

21 DATED: March 11, 2015

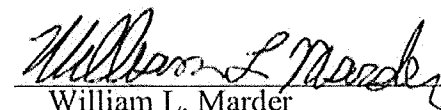
DIVERSITY LAW GROUP

22
23 By: 
24 Larry W. Lee

Attorneys for Plaintiff

25 DATED: 3/9, 2015

POLARIS LAW GROUP

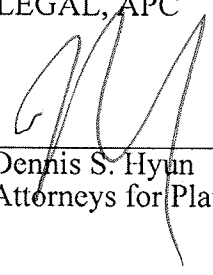
26
27 By: 
28 William L. Marder

Attorneys for Plaintiff

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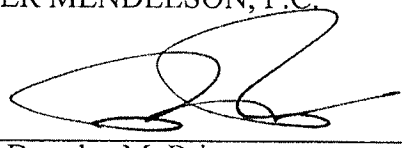
DATED: March 11, 2015

HYUN LEGAL, APC

By: 
Dennis S. Hyun
Attorneys for Plaintiff

DATED: March 11, 2015

LITTLER MENDELSON, P.C.

By: 
Douglas M. Bria
Lindsey M. Stevens
Attorneys for Defendants

Firmwide: 132215844.2 060105.1013

EXHIBIT A

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND FINAL APPROVAL HEARING**

Frank Ortegon-Ramirez v. Cedar Fair, L.P., et al.
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA
(CASE NO. 1-13-CV-254098)

**IF YOU WORKED FOR CEDAR FAIR IN CALIFORNIA AS A NON-EXEMPT EMPLOYEE, YOU
COULD GET A PAYMENT FROM A CLASS ACTION SETTLEMENT.**

This is a court-authorized notice. This is not a solicitation from a lawyer.

- If approved, a proposed Settlement will provide up to \$4,750,000 to resolve a class action lawsuit filed against Cedar Fair, L.P. and Cedar Fair Management, Inc. (“Cedar Fair” or “the Company”) involving claims under California’s labor laws for the alleged failure of Cedar Fair failure to pay minimum wages, failure to pay overtime wages, failure to pay reporting time wages, and failure to timely pay final wages among other allegations, on behalf of all current and former non-exempt hourly or salaried employees who worked for the Company in California from October 3, 2009 to<< *preliminary approval date*>> (the “Class Period”).
- The Settlement is a compromise. The two sides disagree on how much money, if any, might have been awarded if the lawsuit went to trial. The Court did not find that the Company violated the law. The Company denies it did anything wrong and maintains it complied at all times with applicable laws, rules, and regulations.
- There is no money available now, and no guarantee there will be. Your legal rights are affected whether you act or don't act. **Read this notice carefully. *THERE IS NO RETALIATION: You will not be fired, punished, retaliated against, or otherwise discriminated against because you choose to participate in this Settlement, or choose not to participate, or object to the Settlement.***

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO NOTHING	Stay in this lawsuit. Await the outcome. Give up certain rights. By doing nothing, you keep the possibility of getting money or benefits that may come from the Settlement. But, you give up any rights to sue Cedar Fair separately about the same legal claims in this lawsuit.
ASK TO BE EXCLUDED	Get out of this lawsuit. Get no benefits from it. Keep your rights. If you ask to be excluded and money or benefits are later awarded, you won't share in those. But, you keep any rights to sue Cedar Fair separately, at your own expense, about the same legal claims in this lawsuit.

- This Notice explains your options - **and the deadlines that you must meet.**

Questions? Call [Phone Number]
Page 1 of 7

- The Court in charge of this case still must decide whether to grant Final Approval of the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. **Please be patient.**
- Any questions? Read on or call the Claims Administrator, <<Name>>, at <<Phone Number>>.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION Page <<#>>

WHO IS IN THE CLASS SETTLEMENT Page <<#>>

THE SETTLEMENT BENEFITS - WHAT YOU GET Page <<#>>

EXCLUDING YOURSELF FROM THE SETTLEMENT Page <<#>>

OBJECTING TO THE SETTLEMENT Page <<#>>

IF YOU DO NOTHING Page <<#>>

THE LAWYERS REPRESENTING YOU Page <<#>>

THE COURT'S FAIRNESS HEARING Page <<#>>

GETTING MORE INFORMATION Page <<#>>

BASIC INFORMATION

1. Why did I get this notice package?

Cedar Fair’s records show that you currently work, or previously worked, for Cedar Fair as a non-exempt hourly or salaried employee in California during the Class Period.

The Court authorized this Notice because you have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. What is this lawsuit about?

The Santa Clara County Superior Court is in charge of the case. The lawsuit is known as *Ortegon-Ramirez v. Cedar Fair, L.P., et al.*, Civil Action No. 1-13-CV-254098. The lawsuit alleges that Cedar Fair failed to pay minimum and overtime wages, failed to pay reporting time wages, failed to timely pay final wages, failed to provide accurate wage statements and other violations of California law.

3. What is a class action and who is involved?

In a class action lawsuit, a person called a “Class Representative” (in this case Frank Ortegon-Ramirez) sues on

Questions? Call [Phone Number]
Page 2 of 7

behalf of other people who have similar claims. The people together are a “Class” or “Class Members.” The individual who sues is called the “Plaintiff.” The company he or she sues (in this case Cedar Fair) is called the “Defendant.” One court resolves the issues for everyone in the Class—except for those people who exclude themselves from the Class, as described in Question 9 below.

WHO IS IN THE CLASS SETTLEMENT?

4. How do I know if I am part of the Settlement?

The Court decided that all current and former non-exempt hourly or salaried employees of Cedar Fair in California from October 3, 2009 to << *preliminary approval date* >> are Class Members.

If you are still not sure whether you are included, you can get free help by calling or writing to the Claims Administrator or lawyers in this case using the contact information provided in the Questions below.

THE SETTLEMENT BENEFITS - WHAT YOU GET

5. What does the Settlement provide?

Under the proposed Settlement, the Company agrees to pay \$4,750,000 (the “Maximum Settlement Amount”) to resolve Settlement Class Members’ claims. The Maximum Settlement Amount includes: (a) expenses and fees of the Claims Administrator up to \$80,000; (b) an Incentive Award of up to \$10,000 to the Class Representative; (c) attorney’s fees of up to \$1,583,333.33 and litigation expenses of up to \$30,000 to Class Counsel; (d) payment to the California Labor & Workforce Development Agency of up to \$50,000; and, (e) the employee’s share of applicable payroll taxes or withholdings related to benefits received under the Settlement as required by law (the Company’s share of payroll taxes shall be paid separately). The Court must approve these payments at the Final Approval Hearing.

6. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you will stay in the Class and receive your share of the Settlement, and that means that you can’t sue, continue to sue, or be part of any other lawsuit against Cedar Fair and others about the legal issues in *this* case. It also means that all of the Court’s orders will apply to you and legally bind you. See Question 9 if you want to find out how to exclude yourself from the Class.

Unless you exclude yourself, you will release all claims, demands, rights, liabilities, and any causes of action, whether known or unknown, relating to or arising from the allegations in this action, including (a) any and all claims based on the alleged failure to pay minimum wages, overtime wages, or timely payment of all wages due and owing at the time of termination pursuant to California Labor Code §§ 201-204, 510, 1194 and 1197, and the applicable Industrial Welfare Commission Orders; (b) any and all claims based on the alleged failure to provide or maintain accurate wage statements pursuant to California Labor Code §§ 226 and 226.3; (c) any and all claims based on the alleged failure to provide reporting time pay; (d) any and all claims for statutory penalties pursuant to California Labor Code §§ 201-203, 226, 510, 1194, 1197 and the California Private Attorney General’s Act, California Labor Code § 2698 *et seq.* based upon the claims released herein; (e) any and all claims for unfair business practices pursuant to California Business and Professions Code § 17200 based upon the claims released herein; and (f) any additional claims arising out of or based on the factual allegations set forth in the Complaint, including any claims for time allegedly worked but not compensated, off-the-clock time, reporting time, unpaid minimum or regular wages, overtime, any alleged failure to make wage payments in a timely manner, and any applicable penalties, damages, interest, attorneys’ fees, or costs.

Questions? Call [Phone Number]

Page 3 of 7

If you want to review the complete Settlement Agreement, you may view it on the Court's docket by following the instructions below. The Settlement Agreement was filed on <<date>>.

7. How much will my payment be?

The estimated amount of your share of the Settlement is identified on the attached Workweeks Form. The distribution formula in the Settlement is based on the number of weeks you worked for Cedar Fair in eligible positions during the Class Period ("Qualifying Workweeks") as compared to the total Qualifying Workweeks of all Class Members for the same period. Your Qualifying Workweeks were determined from Cedar Fair's records. If this information appears correct, you do not need to do anything further to receive your Individual Settlement Payment. If you disagree with the number of Qualifying Workweeks, see below.

The amount of your Individual Settlement Award shown on the Workweeks Form is just an estimate. Your payment may be higher, depending on how many class members decide to request exclusion from the Settlement.

8. How do I get a payment?

You do not need to do anything to receive your Individual Settlement Amount identified on the attached Workweeks Form. If you dispute the workweeks used to calculate your share of the Settlement, you will need to fill out Section B of the attached Workweeks Form, and send it to the following address:

Ortegon-Ramirez v. Cedar Fair Class Action
<<Claims Administrator>>
<<Address>>
<<Telephone Number>>

If you send the form by US Mail, it must be postmarked by <<date>>. If you send it by any other means, it must be received by <<date>>.

The Claims Administrator will send Individual Settlement Awards after the Court enters an order granting Final Approval of the Settlement. If there is an appeal of an order granting Final Approval of the Settlement, payments will be delayed until all appeals are resolved in favor of the Settlement. Please be patient. You must **keep a current address on file** with the Claims Administrator to ensure that you receive your Individual Settlement Award should the Court order Final Approval of the Settlement. **If you move and the Claims Administrator cannot locate a current address for you, you will not receive a payment.**

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this Settlement, but you want to keep the right to sue or continue to sue Cedar Fair, at your own expense, about the legal issues in this case, then you must take steps to get out. This is called excluding yourself – or is sometimes referred to as opting out of the Settlement.

9. How do I get out of the Settlement?

Questions? Call [Phone Number]
Page 4 of 7

To exclude yourself from the Settlement, you must send a letter stating that you want to be excluded from the *Ortegon-Ramirez v. Cedar Fair, L.P. et al. Class Action* Settlement and that you understand that by doing so you will not receive any money from the Settlement. Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than <<date>> to:

Ortegon-Ramirez v. Cedar Fair Class Action
<<Claims Administrator>>
<<Address>>
<<Telephone Number>>

10. If I don't exclude myself, may I sue Cedar Fair for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Cedar Fair for the claims this Settlement resolves. If you have a pending lawsuit against Cedar Fair, speak to your lawyer in that case immediately. Remember, the exclusion deadline is <<date>>.

If you start your own lawsuit against Cedar Fair after you exclude yourself, you'll have to hire and pay your own lawyer for that lawsuit, and you'll have to prove your claims.

11. If I exclude myself, may I get money from this Settlement?

No. If you exclude yourself, you will not receive any money from this Settlement. But, you may sue, continue to sue, or be part of a different lawsuit against Cedar Fair.

OBJECTING TO THE SETTLEMENT

12. How do I tell the Court that I don't like the Settlement?

As a Class Member, you may object to the Settlement if you don't like any part of it. You may give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file your written objection or an intent to appear and object to the Settlement with the Court no later than <<date>>, stating why you object to the Settlement in *Ortegon-Ramirez v. Cedar Fair, L.P., et al.*, Case No. 1-13-CV-254098. Be sure to include your name, address, telephone number, your signature, and the reasons you object to the Settlement in writing. You must also mail your objection to these three different places postmarked no later than <<date>>:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of the Court Santa Clara County Superior Court 191 N. 1st St. San Jose, CA 95113	DIVERSITY LAW GROUP, A PROFESIONAL CORPORATION Larry W. Lee 550 S. Hope St., Suite 2655 Los Angeles, CA 90071	LITTLER MENDELSON, PC Douglas M. Bria 650 California Street, 20 th Floor San Francisco, CA 94108

13. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if

Questions? Call [Phone Number]

Page 5 of 7

you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you cannot object because the case no longer affects you.

IF YOU DO NOTHING

14. What happens if I do nothing at all?

By doing nothing you choose to stay in the Class. If you stay in and the Court approves the Settlement, you will receive a portion of the Settlement proceeds. Keep in mind that if you do nothing now, you will not be able to sue, or continue to sue Cedar Fair about the same legal claims that are the subject of this lawsuit. You will also be legally bound by all orders and judgments of the Court in this class action.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court decided that the law firms of Diversity Law Group, A Professional Corporation; William L. Marder, Polaris Law Group, and Dennis S. Hyun, Hyun Legal APC are qualified to represent you and all Class Members. You will not be charged for these lawyers. These law firms are referred to as "Class Counsel." They are experienced in handling similar cases against other employers. You can also find the most important documents in this case, this notice, the complaint, etc., at the website <<*web address*>>.

16. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working for you. But, if you want your own lawyer, you will have to pay that lawyer. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

17. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of attorneys' fees up to \$1,583,333.33, and litigation expenses estimated to be up to \$30,000.

THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, although you don't have to.

18. When and where will the Court decide whether to approve the Settlement?

On April 3, 2015, at 9:00 a.m., in Department 1 of the Superior Court of California, County of Santa Clara, the Court held a hearing where it provisionally approved the terms of the proposed Settlement, approved this Notice, and scheduled a hearing where the Court will consider whether to grant "Final Approval" of the proposed Settlement.

Questions? Call [Phone Number]

Page 6 of 7

The Final Approval Hearing is scheduled to occur on <<date and time>> in Dept. <<#>> of the Superior Court of California, County of Santa Clara, located at 191 North 1st Street, San Jose, California 95113. The Court may continue or adjourn the Final Approval Hearing without further notice to the Class. At this hearing the Court will consider whether the Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you file an objection, you do not need to come to Court to talk about it. As long as you filed and mailed your written objection or notice of intent to appear on time, the Court will consider your objection or may allow you to speak at the hearing. You may also pay your own lawyer to attend, but it's not necessary.

20. May I speak at the Final Approval Hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Ortegon-Ramirez v. Cedar Fair, L.P., et al.*, Case No. 1-13-CV-254098." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than <<date>>, and sent to the Clerk of the Court, Class Counsel and Defense Counsel at the addresses provided in this Notice. You cannot speak at the hearing if you excluded yourself.

GETTING MORE INFORMATION

21. Are more details available?

The Court-appointed Claims Administrator for this Settlement is as follows:

Ortegon-Ramirez v. Cedar Fair Class Action
<<Claims Administrator>>
<<Address>>
<<Telephone Number>>

If you have questions, you may call the Claims Administrator toll free at <<Telephone Number>>. Ask about the *Ortegon-Ramirez v. Cedar Fair Class Action*.

You may also contact Class Counsel using the contact information provided in this Notice. **PLEASE DO NOT CALL THE COURT.**

You may also view documents filed in this case on the Court's website. Clerk of the Court and can be accessed at <http://www.sccaseinfo.org/>. From this screen, you can hover over the Civil Index link. Then you can select Case Number from the dropdown menu. You will then be prompted to enter the case number. You may then enter 113CV254098 to access the electronic case file.

Questions? Call [Phone Number]
Page 7 of 7

EXHIBIT B

WORKWEEKS FORM

In The Matter of:
Ortegon-Ramirez v. Cedar Fair L.P., et al.
Santa Clara County Superior Court, Case No. 1-13-CV-254098

INSTRUCTIONS: IF THE WORKWEEK INFORMATION IN SECTION A, BELOW, IS INCORRECT, YOU MUST PROVIDE THE CORRECT INFORMATION IN THE SPACE PROVIDED IN SECTION B, BELOW, **AND PROMPTLY RETURN THIS FORM POSTMARKED ON OR BEFORE <<date>> TO:**

Ortegon-Ramirez v. Cedar Fair Class Action
<<Claims Administrator>>
<<Address>>
<<Telephone Number>>

1. CLAIMANT IDENTIFICATION

[CORRECT INFORMATION]

Name: _____
Address: _____

Telephone: home: () _____
Telephone: work/cell: () _____

Name While Employed: _____

**IF ANY OF THE INFORMATION ABOVE IS INCORRECT,
YOU MUST PROVIDE THE CORRECT INFORMATION IN THE SPACE PROVIDED ABOVE.**

2. EMPLOYMENT WITH CEDAR FAIR

Section A: Claim Based on Company’s Records

The Company’s records indicate that you worked for Cedar Fair in California as a non-exempt hourly or salaried employee at some point during the time period from October 3, 2009 to <<preliminary approval date>> (“the Class Period”).

The amount that you will receive if you do not exclude yourself from the Settlement depends on the number of weeks that you worked for the Company in a non-exempt position in California during the Class Period (“Qualifying Workweeks”). Cedar Fair’s records show that you were employed a total of <<#>> Qualifying Workweeks between October 3, 2009 and <<preliminary approval date>>. The estimated amount of your Individual Settlement Award is \$<<_. _>>. Your Individual Settlement Award was determined on a *pro rata* basis with all other Class Members’ Qualifying Workweeks as explained in the attached Notice.

Please note the Individual Settlement Award stated here is an estimate. The actual amount you receive may be different, subject to Court approval of deductions from the Maximum Settlement Amount, actual costs of administration, and participation by other Class Members. The Individual Settlement Award to each Participating Class Member is required by law to be reduced by applicable payroll tax withholdings and deductions. No representation is made by the Class Representative, Class Counsel or Defendants concerning the tax consequences of the Settlement or your election to participate in the Settlement.

Questions? Call [PHONE NUMBER]
Claims Postmark Deadline: _____, 2014

If you agree with the Qualifying Workweeks, no further action is required of you, and you will receive your share of the Settlement upon final approval by the Court. **If you disagree with the Qualifying Workweeks stated above, please complete Section B below before you sign, date and return this Form.** Your completed Workweeks Form must be postmarked or received by the Claims Administrator **on or before _____, 2015.**

It is your responsibility to ensure the Claims Administrator has timely received your Workweeks Form. You may contact the Claims Administrator at the toll-free number below to ensure that your Workweeks Form has been received.

Equally important, is your responsibility to keep a current address on file with the Claims Administrator to ensure receipt of your share of the Settlement.

Section B: Claim Based on Information Provided by Class Member

Complete this section **ONLY IF** you believe that the information set forth in Section A above is not accurate. When you return this Form to the Claims Administrator, **you should also send any documentation you have** that supports or relates to the information that you provide in this Section B. Weeks worked for Cedar Fair in California in non-qualifying positions or prior to October 3, 2009 are not included in the determination of Qualifying Workweeks.

Information regarding _____, is as follows:

Your Name

<u>Time Periods Worked</u> (Provide beginning and end dates.)
1.
2.
3.
4.
5.

Signed: _____ * Date: _____

Print Name: _____ * Last 4 Digits of Soc. Sec. # _____ *

*Required Information

[CLAIM NO. _____]

Questions? Call [PHONE NUMBER]
Claims Postmark Deadline: _____, 2014