

James R. Hawkins, Esq. SBN 192925
Isandra Fernandez, Esq. SBN 220482
Kacey E. Cook, Esq. SBN 337905
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
TEL: (949) 387-7200
FAX: (949) 387-6676

Attorneys for Plaintiff, DARREN MULLER
on behalf of himself and all others similarly situated,

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

DARREN MULLER on behalf of himself and
all others similarly situated,

Plaintiff,

v.

PARK MANAGEMENT CORP. dba SIX
FLAGS DISCOVERY KINGDOM a California
corporation; and DOES I through 50, inclusive,

Defendants.

Case No. FCS054401

**DECLARATION OF NICOLE BENCH
OF ILYM GROUP, INC., IN SUPPORT
OF MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: October 27, 2022

Judge: Stephen Gizzi
Dept.: 8

1 I, Nicole Bench declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Settlement Administrator for the above captioned, *Muller v.*
6 *Park Management Corp. Db a Six Flags Discovery Kingdom* matter. I am authorized to make this
7 declaration on behalf of ILYM Group and myself. I have personal knowledge of the facts herein,
8 and, if called upon to testify, I could and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and claims administration, pursuant to the
15 terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) translating the *Notice of*
17 *Class Action Settlement* into Spanish by request of a Settlement Class Member; (b) printing and
18 mailing the *Notice of Class Action Settlement* (referred to as “Notice Packet”); (c) receiving and
19 processing requests for exclusion and objections to the Settlement; (d) preparing a declaration in
20 support of Plaintiff’s motion for Final Approval of the Settlement; (e) calculating individual
21 settlement award amounts; (f) processing and mailing settlement award checks; (g) handling tax
22 withholdings as required by the Settlement and the law; (h) preparing, issuing and filing tax returns
23 and other applicable tax forms; (i) handling the distribution of any unclaimed funds pursuant to the
24 terms of the Settlement; and (j) performing other tasks as the Parties mutually agree to and/or the
25 Court orders ILYM Group to perform.

26 4. On June 25, 2022, ILYM Group received the Court approved text for the Notice
27 Packet from Counsel for Defense. ILYM Group prepared a draft of the formatted Notice Packet,
28 which was approved by the Parties’ Counsel prior to mailing.

1 5. On June 27, 2022, ILYM Group received the class data file from Counsel for
2 Defendants, which contained the name, social security number, last known telephone number, and
3 last known mailing address, to the extent it was available, for each Settlement Class Member. The
4 data file was uploaded to our database and checked for duplicates and other possible discrepancies.
5 The data file contained 10,138 individuals.

6 6. As part of the preparation for mailing, all 10,138 names and addresses contained in
7 the Class List were then processed against the National Change of Address (“NCOA”) database,
8 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming
9 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
10 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
11 address was found in the NCOA database, the updated address was used for the mailing of the
12 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
13 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

14 7. On July 11, 2022, the Notice Packet was mailed, via U.S First Class Mail, to all
15 10,138 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
16 copy of the mailed Notice Packet. The response deadline to the Settlement for this initial mailing
17 was August 25, 2022.

18 8. On July 29, 2022, ILYM Group was notified by Defense Counsel that there were
19 multiple individuals who were inadvertently left off of the class data file originally sent to us.
20 Defense Counsel uploaded an additional data file which contained the name, social security
21 number, last known telephone number, and last known mailing address, to the extent it was
22 available, for the additional Settlement Class Members. The data file was uploaded to our database
23 and checked for duplicates and other possible discrepancies and was also process through the
24 NCOA. The final class list increased to 10,826 Settlement Class Members, however 169 of these
25 records were missing a valid mailing address and addresses could not be ascertained and were
26 unable to be mailed.

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1 9. On September 21, 2022, ILYM Group was notified by Class Counsel that the Court
2 approved and signed the Stipulation and Order to move forward with the mailing for the additional
3 class members added to the class list.

4 10. On September 23, 2022, ILYM Group mailed the Notice Packets, via U.S First Class
5 Mail, to a total of 519 additional Settlement Class Members out of the 688 individuals added to the
6 class list, for whom their mailing address was known or deemed valid. Attached hereto, as **Exhibit**
7 **B**, is a true and correct copy of the mailed 2nd Notice Packet. The response deadline to the
8 Settlement for this additional mailing was November 7, 2022.

9 11. As of the date of this declaration, 313 Notice Packets have been returned to our
10 office as undeliverable. Of the 313 returned Notice Packets, 9 were returned with a forwarding
11 address and were promptly re-mailed to the forwarding address provided. ILYM Group performed
12 a computerized skip trace on the 304 returned Notice Packets that did not have a forwarding
13 address, in an effort to obtain an updated address for purpose of re-mailing the Notice Packet. As a
14 result of this skip trace, 125 updated addresses were obtained and the Notice Packets were promptly
15 re-mailed to those Settlement Class Members, via U.S First Class Mail.

16 12. As of the date of this declaration, a total of 134 Notice Packets have been re-mailed.
17 Specifically, 9 were re-mailed as a result of a forwarding address provided by the USPS and 125
18 have been re-mailed as a result of ILYM Group's skip tracing efforts.

19 13. As of the date of this declaration, a total of 179 Notice Packets have been deemed
20 undeliverable. Specifically, 178 have been deemed undeliverable as no updated address was found
21 notwithstanding the skip tracing and 1 has been deemed undeliverable as it was returned to our
22 office a second time from a re-mailing to an updated address.

23 14. As of the date of this declaration, ILYM Group has not received any requests for
24 exclusion. The deadline to request exclusion from the Settlement for the first mailing was August
25 25, 2022. The deadline to request exclusion from the Settlement for the additional mailing was
26 November 7, 2022.

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1 15. As of the date of this declaration, ILYM Group has not received any objections to
2 the Settlement. The deadline to file an objection to the Settlement for the first mailing was August
3 25, 2022. The deadline to file an objection to the Settlement for the additional mailing was
4 November 7, 2022.

5 16. As of the date of this declaration, ILYM Group has not received any disputes from
6 a Settlement Class Member.

7 17. As of the date of this declaration, ILYM Group will report a total of 10,826
8 Participating Claimants, representing 100% of the 10,826 Settlement Class Members.

9 18. Participating Claimants will receive an equal share payment of the Net Settlement
10 Fund. The Net Settlement Fund is the amount remaining after deduction of the Court-approved
11 payments from the Gross Settlement Fund for Class Counsel Fees and Litigation Costs, the Class
12 Representative Enhancement Award, and Claims Administration Fees to ILYM Group, e.g.,

Gross Settlement Amount	\$220,000.00
Attorney's Fees	\$73,333.33
Attorney's Costs	\$4,994.88
Enhancement Award	\$5,000.00
ILYM Group Fees	\$45,600.00
Net Settlement Amount	\$91,071.79

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19 To determine a Participating Claimant's individual settlement award payment, the distribution shall
20 be divided among all Class Members on an equal share basis, based on the Net Settlement Amount
21 divided by the class size. Based on these calculations, the Participating Claimants will receive an
22 estimated gross payment of \$8.41.

23 19. ILYM Group's total fees and costs for services in connection with the administration
24 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
25 costs for completion of the settlement administration, are \$45,600.00. ILYM Group's work in
26 connection with this matter will continue with the calculation of the settlement award payments,
27 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
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1 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
2 Group to perform.

3 I declare under penalty of perjury under the laws of the State of California and the United
4 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
5 was executed this 16th day of November 2022, at Tustin, California.

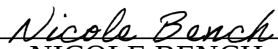
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EXHIBIT “A”

NOTICE OF CLASS ACTION SETTLEMENT

If you worked for Park Management Corp., as a non-exempt employee in California and worked at the Six Flags Discovery Kingdom (Vallejo, California) and/or Six Flags Hurricane Harbor Concord (Concord, California) parks during the period of February 21, 2015 through October 1, 2021, a class action settlement will affect your rights.

A court authorized this Notice.

Darren Muller v. Park Management Corp., Case No. FCS054401

- Darren Muller filed a putative class action against Park Management Corp. on behalf of current and former employees for (1) violation of 15 USC §1681(b) et seq. in conducting employment-related background checks; (2) violation of California Civil Code §1785 et seq. in conducting employment-related background checks; (3) violation of California Civil Code §1786 et seq. in conducting employment-related background checks; (4) violations of the unfair competition law (Bus. & Prof. Code § 17200 et seq.); and additional claims involving wage and hour allegations (the “Muller Action”).
- The Court has determined only that there is sufficient evidence to suggest that the proposed settlement of these claims might be fair, adequate, and reasonable, and any final determination of those issues will be made at the final hearing. The wage and hour claims in the Muller Action have already been settled separately.
- If you qualify as a Class Member, you could receive money from the settlement.
- Your legal rights are affected whether you act or don’t act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING	You will be paid your Claim Amount and you will give up any rights to sue for the Released Claims (defined below).
EXCLUDE YOURSELF	Waive all rights, including money, from the settlement. Retain all rights you may have against Defendant, as explained below.
OBJECT	Write to the Claims Administrator about why you don’t agree with the settlement. The Court may or may not agree with your objection.
HOW MUCH CAN I GET?	Look at Section 8 of this Notice.

- Your rights and options – and the deadlines to exercise them – are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after any appeals are resolved.

1. Why Did I Get This Notice Package?

You are not being sued. Plaintiff sued Defendant in a class, collective, and representative action on behalf of similar employees like you.

Defendant’s records show that you were employed in California by Park Management Corp. as a non-exempt employee and worked at the Six Flags Discovery Kingdom (Vallejo, California) and/or Six Flags Hurricane Harbor Concord (Concord, California) parks at any time during the Class Period (February 21, 2015 through October 1, 2021).

You received this Notice because you have a right to know about a proposed settlement of a class action lawsuit and about your options before the Court decides whether to approve the settlement. If the Court approves it, and after any objections and appeals are resolved, a Claims Administrator appointed by the Court will make the payments that the settlement allows.

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 Are These Lawsuits About?

Plaintiff was employed in California by Park Management Corp. as non-exempt employees and worked at the Six Flags Discovery Kingdom (Vallejo, California) and/or Six Flags Hurricane Harbor Concord (Concord, California) parks at any time during the Class Period of February 21, 2015 through October 1, 2021

The lawsuits allege that Defendant engage in practices that violate federal and California laws about background checks. Plaintiff seeks compensation for unpaid wages, waiting time penalties, and other damages and penalties related to the above claims. Defendant denies any liability whatsoever and deny that wages, damages, or penalties are owed, or that it acted contrary to California law or federal law.

3. Do I Need to Hire an Attorney?

You do not need to hire your own attorney. You are already represented by Class Counsel (see Section 16 for contact information). However, you may hire your own attorney at your own expense if you choose to do so.

4. What Is Defendant's Position?

Defendant denies and continues to deny each of the claims and contentions.

Defendant has concluded that any further defense of this litigation would be protracted and expensive for all Parties. Defendant has already spent time, energy, and resources defending this case and, unless this settlement is agreed to, will have to continue to devote time, energy and resources to the defense of the claims asserted by the Class. Defendant has also taken into account the risks of further litigation in reaching its decision. Defendant has, therefore, agreed to settle in the manner and upon the terms set forth in the Settlement Agreement to put to rest the claims as set forth in the Actions.

5. Why Is There a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. After a thorough investigation into the facts of the lawsuits, both sides agreed to a settlement after mediating with a neutral third party mediator. The claims were settled because Class Counsel and Plaintiff believe that the amount of the settlement is fair and reasonable in light of the strength and weaknesses of the claims and other factors.

6. How Do I Know If I Am Part of the Settlement?

You are a member of the Class if you were employed in California by Defendant as a non-exempt employee and worked at the Six Flags Discovery Kingdom (Vallejo, California) and/or Six Flags Hurricane Harbor Concord (Concord, California) parks at any time during the Class Period (February 21, 2015 through October 1, 2021).

7. What Does the Settlement Provide?

Class Members who do not timely submit a signed and valid request for exclusion will receive payments from the Net Settlement Amount. The Net Settlement Amount is the portion of the Class Settlement Amount of \$220,000.00 available for distribution to Class Members who do not timely submit a signed and valid request for exclusion after deduction of the Court-approved Class Representative Enhancement Payments, Class Counsel's Attorneys' Fees and Costs, and Claims Administration Costs.

Deductions for Class Representative Enhancement Payments, Class Counsel's Attorneys' Fees and Costs, and Claims Administration Costs. Class Counsel will ask the Court to award attorneys' fees in the amount of up to \$73,333.33, which represents one-third (1/3) of the Class Settlement Amount, and litigation costs in an amount not to exceed \$15,000 from the Class Settlement Amount. In addition, Class Counsel will ask the Court to authorize Representative Enhancement Payments from the Class Settlement Amount of \$5,000.00 to Darren Muller, to compensate him for the risks, time, and expense of his involvement in the Action. This payment is in addition to whatever payment Plaintiff is otherwise entitled to as a Class Member. The Claims Administrator will also be reimbursed for the expense of notifying the Class Members of the settlement, processing claims and requests for exclusions submitted by Class Members and distributing Individual Settlement Payments. Claims Administration Costs are estimated not to exceed \$45,600.

8. What Can I Get From the Settlement?

The parties estimate that the likely recovery by the average Class Member would be approximately \$8.00. Class Members who do not opt-out will be paid out of the Net Settlement Amount.

If you do not timely submit a valid Request For Exclusion by the Response Deadline, you will receive your share of the Net Settlement Amount after the Court approves the settlement.

9. How Was My Share Calculated?

To determine the amount of the Net Settlement Amount to which each Class Member is entitled, the Claims Administrator will subtract attorneys' fees, attorneys costs, enhancement and administrative costs from the Net Settlement, and divide equally among all class members.

10. How Can I Get Payment?

You do not need to take any action to qualify for payment. If you do nothing, you will receive your Individual Settlement Payment and be bound by the terms of the settlement (including the Released Claims described in Section 12 below).

California law protects Class Members from retaliation based on their decision to participate in a class action settlement.

11. When Would I Get My Payment?

The Court will hold the Final Approval Hearing on or about October 27, 2022 in Department 8 of the California Superior Court for the County of Solano, at the Old Solano Courthouse, 580 Texas Street, Fairfield, California 94533, to decide whether to approve the settlement.

If the Court approves the settlement, your settlement share will be mailed to you within approximately 90 days from the date of final judgment, unless there are objections, appeals, or other challenges to the final judgment. It is always uncertain when these issues can be resolved, and resolving them can take time.

12. What Rights Do I Give Up If I Participate or Do Nothing?

Unless you exclude yourself, you will remain a Class Member, and you will be bound by the terms of the settlement, including releasing the Released Claims described below. That means that you will be unable to sue, or to continue to sue, or be part of any other lawsuit about the Released Claims. It also means that all of the Court's orders will apply to you and legally bind you.

Released Claims

As of the date of the Order Granting Final Approval, all Class Members shall fully and finally release Released Parties of the Released Claims which include, but are not limited to, all claims asserted in the Action, arising from or related to the facts and claims alleged in the Action, that could have been alleged in the Action, and/or based on the facts and claims asserted, arising from or related, or could have been alleged in the operative Complaint, as amended, during the Class Period. The Released Claims include any and all claims regarding background checks and/or credit checks, to include but not limited to, violations of the Fair Credit Reporting Act, violations of the Investigative Consumer Reporting Agencies Act, violations of the Consumer Credit Reporting Agencies Act; the California Private Attorneys General Act of 2004 (PAGA); California Business and Professions Code section 17200, *et seq.* and 17208, *et seq.*, and any and all claims arising under 15 U.S.C. § 1681; California Labor Code sections 432, 432.5 and 1024.5; all claims arising under the California Labor Code relating to the Released Claims; California Civil Code sections 1785 *et seq.*, 1785.1 *et seq.*, and 1786 *et seq.*; all claims arising under the California Civil Code relating to the Released Claims; all claims arising under federal common law; and all claims arising under the California common law of contract.

13. How Do I Exclude Myself from the Settlement?

If you do not wish to participate in the settlement, you may exclude yourself (generally called "opting out") by submitting the attached Request For Exclusion Form to the Claims Administrator.

In order to opt-out, you must complete the attached Request For Exclusion Form and ensure that your signed statement is faxed or postmarked no later than August 25, 2022 ("Response Deadline"). Your Request For Exclusion must contain your full name (and former names, if any), current address, telephone number, last four digits of your Social Security number, and signature.

You must sign the Request For Exclusion Form personally and may not have someone sign for you, nor may you submit a request for exclusion on behalf of a group. Your Request For Exclusion Form must be signed and returned via fax or United States first class mail postmarked no later than August 25, 2022 to:

ILYM GROUP, INC.
P.O. Box 2031
Tustin, CA 92781
Phone: (888) 250-6810
Facsimile: (888) 845-6185

If you submit a timely and valid request for exclusion, then upon its receipt you shall no longer be a member of the Class, you will not receive payment from settlement, you may not object and you shall receive no benefits from the settlement. If you wish, you may pursue, at your own expense, any claims you may have against Defendant. If you do not submit a complete and timely written request for exclusion, you will be included in the Class, and be bound by the terms of the settlement (including the Released Claims described in Section 12 herein).

Do not submit both a Request For Exclusion Form and an Objection Form. If you submit both, the request for exclusion will be valid, and you will be excluded from the Class.

14. When Is the Final Approval and Fairness Hearing?

The Court will hold a Final Approval Hearing in Department 8 of the California Superior Court for the County of Solano, at the Old Solano Courthouse, 580 Texas Street, Fairfield, California 94533, on October 27, 2022 or such other, later date as the Court may authorize, to determine whether the settlement is fair, reasonable, and adequate; and if there are objections, the Court will consider them. The Court will also be asked to approve Plaintiff's Class Representative Enhancement Payments, Class Counsel's request for Attorneys' Fees and Costs, and the Claims Administration Costs.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at this hearing unless you have timely filed an objection or notice of intention to appear with the Court. Notice of the final judgment will be posted on the Claims Administrator's website at www.ilymgroupclassaction.com.

15. How Do I Object to the Settlement and Appear at the Final Approval and Fairness Hearing?

You may object to the terms of the settlement before the Final Approval Hearing. However, if the Court rejects your objection, you will still be bound by the terms of the settlement. To object, you must fax or mail the attached Objection Form to the Claims Administrator (at the address in Section 13 herein). The Objection Form must contain the reasons for your objection to this settlement. Your objection must also contain your full name, address, telephone number, and signature. To be valid and effective, any Objections to approval of the settlement must be faxed or postmarked no later than August 25, 2022. **DO NOT TELEPHONE THE COURT.**

Class Members who fail to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the settlement.

You do not have to attend the hearing, but you may do so at your own expense. If you send an objection, you do not have to come to court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

If the Court approves the settlement despite any objections, you will receive your settlement proceeds and will be bound by the terms of the settlement (including the Released Claims described in section 12 herein).

16. How Do I Get Additional Information?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should consult the detailed Stipulation and Settlement of Class and Representative Action ("Settlement Agreement") between Plaintiff and Defendant, which is attached to the Declaration of James Hawkins filed in Support of Plaintiff's Motion for Preliminary Approval. This document is on file with the Clerk of the Court, case number FCS050707.

The pleadings and other records in this litigation, including the Settlement Agreement, may be examined at any time during regular business hours at the Office of the Clerk of the California Superior Court for the County of Solano.

If you have any questions, you can call the Claims Administrator at (888) 250-6810 or Class Counsel (James Hawkins, APLC), whose contact information is listed below.

CLASS COUNSEL	ATTORNEYS FOR DEFENDANT
JAMES HAWKINS APLC. James Hawkins Isandra Fernandez james@jameshawkinsaplc.com 9880 Research Drive, Suite 200 Irvine, California 92618 Tel: (949) 387-7200; Fax: (888) 387-6676	SHEPPARD, MULLIN, RICHTER & HAMPTON LLP Jason W. Kearnaghan Amanda E. Beckwith Elyssa M. Sternberg 333 South Hope Street, 43rd Floor Los Angeles, California 90071-1448 Tel. (213) 620-1780 Email: jkearnaghan@sheppardmullin.com

**PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR THE OFFICE OF THE CLERK
FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.**

BY ORDER OF THE CALIFORNIA SUPERIOR COURT

Muller v. Park Management Corp.
dba Six Flags Discovery Kingdom

c/o ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

Postage Will
Be Placed Here
Prior To
Mailing

ILYM ID: <<ILYM ID>>

<<Name>>

<<Address>>

<< City>>, <<State>> <<Zip Code>>

EXHIBIT “B”

NOTICE OF CLASS ACTION SETTLEMENT

If you worked for Park Management Corp., as a non-exempt employee in California and worked at the Six Flags Discovery Kingdom (Vallejo, California) and/or Six Flags Hurricane Harbor Concord (Concord, California) parks during the period of February 21, 2015, through October 1, 2021, a class action settlement will affect your rights.

A court authorized this Notice.

Darren Muller v. Park Management Corp., Case No. FCS054401

- Darren Muller filed a putative class action against Park Management Corp. on behalf of current and former employees for (1) violation of 15 USC §1681(b) et seq. in conducting employment-related background checks; (2) violation of California Civil Code §1785 et seq. in conducting employment-related background checks; (3) violation of California Civil Code §1786 et seq. in conducting employment-related background checks; (4) violations of the unfair competition law (Bus. & Prof. Code § 17200 et seq.); and additional claims involving wage and hour allegations (the “Muller Action”).
- The Court has determined only that there is sufficient evidence to suggest that the proposed settlement of these claims might be fair, adequate, and reasonable, and any final determination of those issues will be made at the final hearing. The wage and hour claims in the Muller Action have already been settled separately.
- If you qualify as a Class Member, you could receive money from the settlement.
- Your legal rights are affected whether you act or don’t act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING	You will be paid your Claim Amount and you will give up any rights to sue for the Released Claims (defined below).
EXCLUDE YOURSELF	Waive all rights, including money, from the settlement. Retain all rights you may have against Defendant, as explained below.
OBJECT	Write to the Claims Administrator about why you don’t agree with the settlement. The Court may or may not agree with your objection.
HOW MUCH CAN I GET?	Look at Section 8 of this Notice.

- Your rights and options – and the deadlines to exercise them – are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after any appeals are resolved.

1. Why Did I Get This Notice Package?

You are not being sued. Plaintiff sued Defendant in a class, collective, and representative action on behalf of similar employees like you.

Defendant’s records show that you were employed in California by Park Management Corp. as a non-exempt employee and worked at the Six Flags Discovery Kingdom (Vallejo, California) and/or Six Flags Hurricane Harbor Concord (Concord, California) parks at any time during the Class Period (February 21, 2015, through October 1, 2021).

You received this Notice because you have a right to know about a proposed settlement of a class action lawsuit and about your options before the Court decides whether to approve the settlement. If the Court approves it, and after any objections and appeals are resolved, a Claims Administrator appointed by the Court will make the payments that the settlement allows.

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 Are These Lawsuits About?

Plaintiff was employed in California by Park Management Corp. as non-exempt employees and worked at the Six Flags Discovery Kingdom (Vallejo, California) and/or Six Flags Hurricane Harbor Concord (Concord, California) parks at any time during the Class Period of February 21, 2015, through October 1, 2021

The lawsuits allege that Defendant engage in practices that violate federal and California laws about background checks. Plaintiff seeks compensation for unpaid wages, waiting time penalties, and other damages and penalties related to the above claims. Defendant denies any liability whatsoever and deny that wages, damages, or penalties are owed, or that it acted contrary to California law or federal law.

3. Do I Need to Hire an Attorney?

You do not need to hire your own attorney. You are already represented by Class Counsel (see Section 16 for contact information). However, you may hire your own attorney at your own expense if you choose to do so.

4. What Is Defendant's Position?

Defendant denies and continues to deny each of the claims and contentions.

Defendant has concluded that any further defense of this litigation would be protracted and expensive for all Parties. Defendant has already spent time, energy, and resources defending this case and, unless this settlement is agreed to, will have to continue to devote time, energy and resources to the defense of the claims asserted by the Class. Defendant has also taken into account the risks of further litigation in reaching its decision. Defendant has, therefore, agreed to settle in the manner and upon the terms set forth in the Settlement Agreement to put to rest the claims as set forth in the Actions.

5. Why Is There a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. After a thorough investigation into the facts of the lawsuits, both sides agreed to a settlement after mediating with a neutral third-party mediator. The claims were settled because Class Counsel and Plaintiff believe that the amount of the settlement is fair and reasonable in light of the strength and weaknesses of the claims and other factors.

6. How Do I Know If I Am Part of the Settlement?

You are a member of the Class if you were employed in California by Defendant as a non-exempt employee and worked at the Six Flags Discovery Kingdom (Vallejo, California) and/or Six Flags Hurricane Harbor Concord (Concord, California) parks at any time during the Class Period (February 21, 2015, through October 1, 2021).

7. What Does the Settlement Provide?

Class Members who do not timely submit a signed and valid request for exclusion will receive payments from the Net Settlement Amount. The Net Settlement Amount is the portion of the Class Settlement Amount of \$220,000.00 available for distribution to Class Members who do not timely submit a signed and valid request for exclusion after deduction of the Court-approved Class Representative Enhancement Payments, Class Counsel's Attorneys' Fees and Costs, and Claims Administration Costs.

Deductions for Class Representative Enhancement Payments, Class Counsel's Attorneys' Fees and Costs, and Claims Administration Costs. Class Counsel will ask the Court to award attorneys' fees in the amount of up to \$73,333.33, which represents one-third (1/3) of the Class Settlement Amount, and litigation costs in an amount not to exceed \$15,000 from the Class Settlement Amount. In addition, Class Counsel will ask the Court to authorize Representative Enhancement Payments from the Class Settlement Amount of \$5,000.00 to Darren Muller, to compensate him for the risks, time, and expense of his involvement in the Action. This payment is in addition to whatever payment Plaintiff is otherwise entitled to as a Class Member. The Claims Administrator will also be reimbursed for the expense of notifying the Class Members of the settlement, processing claims and requests for exclusions submitted by Class Members and distributing Individual Settlement Payments. Claims Administration Costs are estimated not to exceed \$45,600.

8. What Can I Get From the Settlement?

The parties estimate that the likely recovery by the average Class Member would be approximately \$7.49. Class Members who do not opt-out will be paid out of the Net Settlement Amount.

If you do not timely submit a valid Request For Exclusion by the Response Deadline, you will receive your share of the Net Settlement Amount after the Court approves the settlement.

9. How Was My Share Calculated?

To determine the amount of the Net Settlement Amount to which each Class Member is entitled, the Claims Administrator will subtract attorneys' fees, attorneys costs, enhancement and administrative costs from the Net Settlement, and divide equally among all class members.

10. How Can I Get Payment?

You do not need to take any action to qualify for payment. If you do nothing, you will receive your Individual Settlement Payment and be bound by the terms of the settlement (including the Released Claims described in Section 12 below).

California law protects Class Members from retaliation based on their decision to participate in a class action settlement.

11. When Would I Get My Payment?

The Court will hold the Final Approval Hearing on or about October 27, 2022, in Department 8 of the California Superior Court for the County of Solano, at the Old Solano Courthouse, 580 Texas Street, Fairfield, California 94533, to decide whether to approve the settlement.

If the Court approves the settlement, your settlement share will be mailed to you within approximately 90 days from the date of final judgment, unless there are objections, appeals, or other challenges to the final judgment. It is always uncertain when these issues can be resolved, and resolving them can take time.

12. What Rights Do I Give Up If I Participate or Do Nothing?

Unless you exclude yourself, you will remain a Class Member, and you will be bound by the terms of the settlement, including releasing the Released Claims described below. That means that you will be unable to sue, or to continue to sue, or be part of any other lawsuit about the Released Claims. It also means that all of the Court's orders will apply to you and legally bind you.

Released Claims

As of the date of the Order Granting Final Approval, all Class Members shall fully and finally release Released Parties of the Released Claims which include, but are not limited to, all claims asserted in the Action, arising from or related to the facts and claims alleged in the Action, that could have been alleged in the Action, and/or based on the facts and claims asserted, arising from or related, or could have been alleged in the operative Complaint, as amended, during the Class Period. The Released Claims include any and all claims regarding background checks and/or credit checks, to include but not limited to, violations of the Fair Credit Reporting Act, violations of the Investigative Consumer Reporting Agencies Act, violations of the Consumer Credit Reporting Agencies Act; the California Private Attorneys General Act of 2004 (PAGA); California Business and Professions Code section 17200, *et seq.* and 17208, *et seq.*, and any and all claims arising under 15 U.S.C. § 1681; California Labor Code sections 432, 432.5 and 1024.5; all claims arising under the California Labor Code relating to the Released Claims; California Civil Code sections 1785 *et seq.*, 1785.1 *et seq.*, and 1786 *et seq.*; all claims arising under the California Civil Code relating to the Released Claims; all claims arising under federal common law; and all claims arising under the California common law of contract.

13. How Do I Exclude Myself from the Settlement?

If you do not wish to participate in the settlement, you may exclude yourself (generally called "opting out") by submitting the attached Request For Exclusion Form to the Claims Administrator.

In order to opt-out, you must complete the attached Request For Exclusion Form and ensure that your signed statement is faxed or postmarked no later than November 7, 2022 ("Response Deadline"). Your Request For Exclusion must contain your full name (and former names, if any), current address, telephone number, last four digits of your Social Security number, and signature.

You must sign the Request For Exclusion Form personally and may not have someone sign for you, nor may you submit a request for exclusion on behalf of a group. Your Request For Exclusion Form must be signed and returned via fax or United States first class mail postmarked no later than November 7, 2022 to:

ILYM GROUP, INC.
P.O. Box 2031
Tustin, CA 92781
Phone: (888) 250-6810
Facsimile: (888) 845-6185

If you submit a timely and valid request for exclusion, then upon its receipt you shall no longer be a member of the Class, you will not receive payment from settlement, you may not object and you shall receive no benefits from the settlement. If you wish, you may pursue, at your own expense, any claims you may have against Defendant. If you do not submit a complete and timely written request for exclusion, you will be included in the Class, and be bound by the terms of the settlement (including the Released Claims described in Section 12 herein).

Do not submit both a Request For Exclusion Form and an Objection Form. If you submit both, the request for exclusion will be valid, and you will be excluded from the Class.

14. When Is the Final Approval and Fairness Hearing?

The Court will hold a Final Approval Hearing in Department 8 of the California Superior Court for the County of Solano, at the Old Solano Courthouse, 580 Texas Street, Fairfield, California 94533, on October 27, 2022 or such other, later date as the Court may authorize, to determine whether the settlement is fair, reasonable, and adequate; and if there are objections, the Court will consider them. The Court will also be asked to approve Plaintiff's Class Representative Enhancement Payments, Class Counsel's request for Attorneys' Fees and Costs, and the Claims Administration Costs.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at this hearing unless you have timely filed an objection or notice of intention to appear with the Court. Notice of the final judgment will be posted on the Claims Administrator's website at www.ilymgroupclassaction.com.

15. How Do I Object to the Settlement and Appear at the Final Approval and Fairness Hearing?

You may object to the terms of the settlement before the Final Approval Hearing. However, if the Court rejects your objection, you will still be bound by the terms of the settlement. To object, you must fax or mail the attached Objection Form to the Claims Administrator (at the address in Section 13 herein). The Objection Form must contain the reasons for your objection to this settlement. Your objection must also contain your full name, address, telephone number, and signature. To be valid and effective, any Objections to approval of the settlement must be faxed or postmarked no later than November 7, 2022. **DO NOT TELEPHONE THE COURT.**

Class Members who fail to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the settlement.

You do not have to attend the hearing, but you may do so at your own expense. If you send an objection, you do not have to come to court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

If the Court approves the settlement despite any objections, you will receive your settlement proceeds and will be bound by the terms of the settlement (including the Released Claims described in section 12 herein).

16. How Do I Get Additional Information?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should consult the detailed Stipulation and Settlement of Class and Representative Action ("Settlement Agreement") between Plaintiff and Defendant, which is attached to the Declaration of James Hawkins filed in Support of Plaintiff's Motion for Preliminary Approval. This document is on file with the Clerk of the Court, case number FCS050707.

The pleadings and other records in this litigation, including the Settlement Agreement, may be examined at any time during regular business hours at the Office of the Clerk of the California Superior Court for the County of Solano.

If you have any questions, you can call the Claims Administrator at (888) 250-6810 or Class Counsel (James Hawkins, APLC), whose contact information is listed below.

CLASS COUNSEL	ATTORNEYS FOR DEFENDANT
JAMES HAWKINS APLC. James Hawkins Isandra Fernandez james@jameshawkinsaplc.com 9880 Research Drive, Suite 200 Irvine, California 92618 Tel: (949) 387-7200 Fax: (888) 387-6676	SHEPPARD, MULLIN, RICHTER & HAMPTON LLP Jason W. Kearnaghan Amanda E. Beckwith Elyssa M. Sternberg 333 South Hope Street, 43rd Floor Los Angeles, California 90071-1448 Tel. (213) 620-1780 Email: jkearnaghan@sheppardmullin.com

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.

BY ORDER OF THE CALIFORNIA SUPERIOR COURT

Muller v. Park Management Corp.
dba Six Flags Discovery Kingdom

c/o ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

Postage Will
Be Placed Here
Prior To
Mailing

ILYM ID: <<ILYM ID>>

<<Name>>

<<Address>>

<< City>>, <<State>> <<Zip Code>>