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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE**

ANDY GARCIA, on behalf of the State of
California and Aggrieved Employees,

Plaintiffs,

vs.

GREAT LAKES SERVICES, LLC,

Defendant.

Case No. 30-2020-01141083-CU-OE-CXC

**DECLARATION OF CAROLYN HUNT
COTTRELL IN SUPPORT OF MOTION
FOR APPROVAL OF SETTLEMENT
PURSUANT TO PRIVATE ATTORNEYS
GENERAL ACT OF 2004**

Date: January 14, 2022

Time: 9:00 a.m.

Department: CX104

Reservation No. 73666429

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1 employment discrimination and civil-rights actions, and I manage many of the firm's current cases in these
2 areas. I am a member of the State Bar of California, and have had memberships with Public Justice, the
3 National Employment Lawyers Association, the California Employment Lawyers Association, and the
4 Consumer Attorneys of California. I served on the Board of Directors for the San Francisco Trial Lawyers
5 Association and co-chaired its Women's Caucus. I was named one of the "Top Women Litigators for 2010"
6 by the Daily Journal. In 2012, I was nominated for Woman Trial Lawyer of the Year by the Consumer
7 Attorneys of California. I have been selected as a Super Lawyer every year since 2014. I earned my
8 Bachelor's degree from the University of California, and I am a graduate of the University of the Pacific,
McGeorge School of Law.

9 8. SWCK has acted or is acting as class and/or PAGA counsel in numerous cases. A partial list
10 of cases which have been certified and/or settled as class actions includes: *Lowe v. Popcornopolis, LLC* (Case
11 No. 2:19-cv-06984-PSG-RAO) (Central District of California, December 15, 2020) (final approval of a
12 hybrid Fair Labor Standards Act and California Labor Code Rule 23 action); *Jones, et al. v. CertifiedSafety,*
13 *Inc.* (Case No. 3:17-cv-02229-EMC) (Northern District of California, June 1, 2020) (final approval of a
14 hybrid Fair Labor Standards Act and California, Washington, Illinois, Minnesota, Alaska, and Ohio law Rule
15 23 action with joint employer allegations); *El Pollo Loco Wage and Hour Cases* (Case No. JCCP 4957)
16 (Orange County Superior Court, January 31, 2020) (final approval of a class action settlement for failure to
17 pay for all hours worked, failure to provide meal and rest breaks, unreimbursed business expenses, waiting
18 time penalties, and failure to provide itemized wage statements, under California law); *Soto, et al. v. O.C.*
19 *Communications, Inc., et al.* (Case No. 3:17-cv-00251-VC) (Northern District of California, Oct. 23, 2019)
20 (final approval of a hybrid Fair Labor Standards Act and California and Washington law Rule 23 action with
21 joint employer allegations); *Manni v. Eugene N. Gordon, Inc. d/b/a La-Z-Boy Furniture Galleries* (Case No.
22 34-2017-00223592) (Sacramento Superior Court) (final approval of a class action settlement for failure to pay
23 for all hours worked, failure to pay minimum and overtime wages, failure to provide meal and rest breaks,
24 waiting time penalties, and failure to provide itemized wage statements, under California law); *Van Liew v.*
25 *North Star Emergency Services, Inc., et al.* (Case No. RG17876878) (Alameda County Superior Court) (final
26 approval of a class action settlement for failure to pay for all hours worked, failure to pay minimum and
27 overtime wages, failure to provide meal and rest breaks, failure to reimburse for necessary business
expenditures, waiting time penalties, and failure to provide itemized wage statements, under federal law);

1 *Asalati v. Intel Corp.* (Case No. 16cv302615) (Santa Clara Superior Court) (final approval of a class and
2 collective action settlement for failure to pay for all hours worked, failure to pay overtime, failure to provide
3 meal and rest breaks, failure to reimburse for necessary business expenditures, failure to adhere to California
4 record keeping requirements, waiting time penalties, and failure to provide itemized wage statements, under
5 federal and California law); *Harmon, et al. v. Diamond Wireless, LLC*, (Case No. 34-2012-00118898)
6 (Sacramento Superior Court) (final approval of a class action settlement for failure to pay wages free and
7 clear, failure to pay overtime and minimum wages, failure to provide meal and rest breaks, failure to pay full
8 wages when due, failure to adhere to California record keeping requirements, and failure to provide adequate
9 seating, under California law); *Aguilar v. Hall AG Enterprises, Inc., et al.*, (Case No. BCV-16-10994-DRL)
10 (Kern County Superior Court) (final approval of a class action settlement for failure to provide meal and rest
11 periods, failure to compensate for all hours worked, failure to pay minimum and overtime wages, waiting
12 time penalties, failure to provide itemized wage statements, and failure to pay undiscounted wages, under
13 California law); *Viceral and Krueger v. Mistras Group, Inc.*, (Case No. 3:15-cv-02198-EMC) (Northern
14 District of California) (final approval of a class and collective action settlement for failure to compensate for
15 all hours worked, including overtime, under federal and California law); *Jeter-Polk, et al. v. Casual Male
16 Store, LLC, et al.*, (Case No. 5:14-CV-00891) (Central District of California) (final approval of a class action
17 settlement for failure to provide meal and rest periods, failure to compensate for all hours worked, failure to
18 pay overtime wages, unpaid wages and waiting time penalties, and failure to provide itemized wage
19 statements); *Meza, et al. v. S.S. Skikos, Inc., et al.*, (Case No. 15-cv-01889-TEH) (Northern District of
20 California) (final approval of class and collective action settlement for failure to compensate for all hours
21 worked, including overtime, under federal and California law, failure to provide meal and rest breaks, failure
22 to reimburse for necessary business uniforms, failure to pay full wages upon termination to, and failure to
23 provide accurate itemized wage statements); *Holmes, et al v. Xpress Global Systems, Inc.*, (Case No. 34-
24 2015-00180822) (Sacramento Superior Court) (final approval of a class action settlement for failure to
25 provide meal and rest breaks and failure to provide accurate itemized wage statements); *Guilbaud, et al. v.
26 Sprint Nextel Corp. et al.*, (Case No. 3:13-cv-04357-VC) (Northern District of California) (final approval of a
27 class and collective action settlement for failure to compensate for all hours worked, including overtime,
28 failure to provide meal and rest breaks, failure to reimburse for necessary business uniforms, failure to pay full
wages upon termination to, and failure to provide accurate itemized wage statements); *Molina, et al. v.*

1 *Railworks Track Systems, Inc.*, (Case No. BCV-15-10135) (Kern County Superior Court) (final approval of a
2 class action settlement for failure to provide meal and rest breaks, unpaid wages, unpaid overtime, off-the-
3 clock work, failure to pay full wages upon termination to, and failure to provide accurate itemized wage
4 statements); *Allen, et al. v. County of Monterey, et al.*, (Case No. 5:13-cv-01659) (Northern District of
5 California) (settlement between FLSA Plaintiffs and Defendant to provide relief to affected employees);
6 *Barrera v. Radix Cable Holdings, Inc., et al.*, (Case No. CTV 1100505) (Marin County Superior Court) (final
7 approval of class action settlement for failure to provide meal and rest breaks to, off-the-clock work by, failure
8 to provide overtime compensation to, failure to reimburse business expenditures to, failure to pay full wages
9 upon termination to, and failure to provide accurate itemized wage statements to retention specialists working
10 for cable companies); *Glass Dimensions, Inc., et al. v. State Street Corp. et al.*, (Case No. 1:10-cv-10588)
11 (District of Massachusetts) (final approval of class action settlement for claims of breach of fiduciary duty and
12 self-dealing in violation of ERISA); *Friend, et al. v. The Hertz Corporation*, (Case No. 3:07-052222)
13 (Northern District of California) (settlement of claims that rental car company misclassified non-exempt
14 employees, failed to pay wages, failed to pay premium pay, and failed to provide meal periods and rest
15 periods); *Hollands v. Lincare, Inc., et al.*, (Case No. CGC-07-465052) (San Francisco County Superior
16 Court) (final approval of class action settlement for overtime pay, off-the-clock work, unreimbursed expenses,
17 and other wage and hour claims on behalf of a class of center managers); *Jantz, et al. v. Colvin*, (Case No.
18 531-2006-00276X) (In the Equal Employment Opportunity Commission Baltimore Field Office) (final
19 approval of class action settlement for the denial of promotions based on targeted disabilities); *Shemaria v.*
20 *County of Marin*, (Case No. CV 082718) (Marin County Superior Court) (final approval of class action
21 settlement on behalf of a class of individuals with mobility disabilities denied access to various facilities
22 owned, operated, and/or maintained by the County of Marin); *Perez, et al. v. First American Title Ins. Co.*,
23 (Case No. 2:08-cv-01184) (District of Arizona) (final approval of class action settlement in action challenging
24 unfair discrimination by title insurance company); *Perez v. Rue21, Inc., et al.*, (Case No. CISCv167815)
25 (Santa Cruz County Superior Court) (final approval of class action settlement for failure to provide meal and
26 rest breaks to, and for off-the-clock work performed by, a class of retail employees); *Sosa, et al. v. Dreyer's*
27 *Grand Ice Cream, Inc., et al.*, (Case No. RG 08424366) (Alameda County Superior Court) (final approval of
28 class action settlement for failure to provide meal and rest breaks to, and for off-the-clock work performed by,
a class of ice cream manufacturing employees); *Villalpando v. Exel Direct Inc., et al.* (Case Nos. 3:12-cv-

04137 and 4:13-cv-03091) (Northern District of California) (certified class action on behalf of delivery drivers allegedly misclassified as independent contractors); *Choul, et al. v. Nebraska Beef, Ltd.* (Case Nos. 8:08-cv-90, 8:08-cv-99) (District of Nebraska) (final approval of class action settlement for off-the-clock work by, and failure to provide overtime compensation to, production-line employees of meat-packing plant); *Morales v. Farmland Foods, Inc.* (Case No. 8:08-cv-504) (District of Nebraska) (FLSA certification for off-the-clock work by, and failure to provide overtime compensation to, production-line employees of meat-packing plant); *Barlow, et al. v. PRN Ambulance Inc.* (Case No. BC396728) (Los Angeles County Superior Court) (final approval of class action settlement for failure to provide meal and rest breaks to and for off-the-clock work by certified emergency medical technicians); *Espinosa, et al. v. National Beef, et al.* (Case No. ECU0467) (Imperial Superior Court) (final approval of class action settlement for off-the-clock work by, and failure to provide overtime compensation to, production-line employees of meat-packing plant); *Wolfe, et al. v. California Check Cashing Stores, LLC, et al.* (Case Nos. CGC-08-479518 and CGC-09-489635) (San Francisco Superior Court) (final approval of class action settlement for failure to provide meal and rest breaks to, and for off-the-clock work by, employees at check cashing stores); *Carlson v. eHarmony* (Case No. BC371958) (Los Angeles County Superior Court) (final approval of class action settlement on behalf of gays and lesbians who were denied use of eHarmony); *Salcido v. Cargill* (Case Nos. 1:07-CV-01347-LJO-GSA, 1:08-CV-00605-LJO-GSA) (Eastern District of California) (final approval of class action settlement for off-the-clock work by production-line employees of meat-packing plant); *Elkin v. Six Flags* (Case No. BC342633) (Los Angeles County Superior Court) (final approval of class action settlement for missed meal and rest periods on behalf of hourly workers at Six Flags amusement parks); *Jimenez v. Perot Systems Corp.* (Case No. RG07335321) (Alameda County Superior Court) (final approval of class action settlement for misclassification of hospital clerical workers); *Chau v. CVS RX Services, Inc.* (Case No. BC349224) (Los Angeles County Superior Court) (final approval of class action settlement for failure to pay overtime to CVS pharmacists); *Reed v. CALSTAR* (Case No. RG04155105) (Alameda County Superior Court) (certified class action on behalf of flight nurses); *National Federation of the Blind v. Target* (Case No. C 06-01802 MHP) (N.D. Cal.) (certified class action on behalf of all legally blind individuals in the United States who have tried to access Target.com); *Bates v. United Parcel Service, Inc.* (2004 WL 2370633) (N.D. Cal.) (certified national class action on behalf of deaf employees of UPS); *Satchell v. FedEx Express, Inc.* (Case No. 03-02659 SI) (N.D. Cal.) (certified regional class action alleging widespread discrimination within FedEx);

1 *Siddiqi v. Regents of the University of California* (Case No. C-99-0790 SI) (N.D. Cal.) (certified class action
2 in favor of deaf plaintiffs alleging disability access violations at the University of California); *Lopez v. San*
3 *Francisco Unified School District* (Case No. C-99-03260 SI) (N.D. Cal.) (certified class action in favor of
4 plaintiffs in class action against school district for widespread disability access violations); *Campos v. San*
5 *Francisco State University* (Case No. C-97-02326 MCC) (N.D. Cal.) (certified class action in favor of
6 disabled plaintiffs for widespread disability access violations); *Singleton v. Regents of the University of*
7 *California* (Case No. 807233-1) (Alameda County Superior Court) (class settlement for women alleging
8 gender discrimination at Lawrence Livermore National Laboratory); *McMaster v. BCI Coca-Cola Bottling*
9 *Co.* (Case No. RG04173735) (Alameda County Superior Court) (final approval of class action settlement for
10 drive-time required of Coca-Cola account managers); *Portugal v. Macy's West, Inc.* (Case No. BC324247)
11 (Los Angeles County Superior Court) (California statewide wage and hour "misclassification" class action
12 resulting in a class-wide \$3.25 million settlement); *Taormina v. Siebel Systems, Inc.* (Case No. RG05219031)
13 (Alameda County Superior Court) (final approval of class action settlement for misclassification of Siebel's
14 inside sales employees); *Joseph v. The Limited, Inc.* (Case No. CGC-04-437118) (San Francisco County
15 Superior Court) (final approval of class action settlement for failure to provide meal and rest periods to
16 employees of The Limited stores); *Rios v. Siemens Corp.* (Case No. C05-04697 PJH) (N.D. Cal.) (final
17 approval of class action settlement for failure to pay accrued vacation pay upon end of employment); *DeSoto*
18 *v. Sears, Roebuck & Co.* (Case No. RG0309669) (Alameda County Superior Court) and *Lenahan v. Sears,*
19 *Roebuck & Co.* (Case No. 3-02-CV-000045 (SRC) (TJB)) (final approval of class action settlement for failure
20 to pay Sears drivers for all hours worked); *Amaraut et al. v. Sprint/United Management Company*, (Case No.
21 19-cv-411-WQH-AHG) (S.D. Cal.) (final approval of class and collective action settlement, including
22 Arizona, Colorado, New York, Ohio, and Washington Classes of retail employees); among many others.

23 **II. FACTUAL AND PROCEDURAL HISTORY**

24 9. Plaintiff Andy Garcia filed his PAGA claim notice with the Labor & Workforce
25 Development Agency ("LWDA") on March 18, 2020. A true and correct copy of the letter is attached hereto
26 as **Exhibit 2**.

27 10. After waiting the requisite 65-day period, and having heard no notice from the LWDA of
28 their intent to investigate his claims, Plaintiff filed this Action in the Orange County Superior Court on May
26, 2020, seeking penalties under PAGA for Defendant's wage and hour violations.

1 11. Plaintiff's Complaint alleges that Great Wolf Resorts Holdings Inc., Centerbridge Partners
2 LP, and The Blackstone Group, Inc. violated the California Labor Code by (1) failing to pay Plaintiff and
3 Aggrieved Employees overtime wages; (2) failing to pay Plaintiff and Aggrieved Employees all tip wages
4 owed from gratuity payments; (3) failing to authorize and permit Plaintiff and Aggrieved Employees to take
5 meal and rest breaks to which they are entitled by law; (4) failing to compensate Plaintiff and Aggrieved
6 Employees for all hours worked; (5) failing to provide Plaintiff and Aggrieved Employees accurate, itemized
7 wage statements; (6) failing to timely pay Plaintiff and Aggrieved Employees full wages upon termination or
8 resignation; and (7) failing to remit the total proceeds from mandatory service fee surcharges to non-
9 managerial service workers like the Aggrieved Employees. Plaintiff asserts PAGA claims predicated on these
alleged violations.

10 12. On July 28, 2020, Great Wolf Resorts Holdings Inc. and The Blackstone Group, Inc. filed
11 their answer to the complaint.

12 13. Thereafter, Plaintiff filed a request for dismissal without prejudice as to Centerbridge Partners
13 LP and The Blackstone Group, Inc., which the clerk signed on August 31, 2020. The Notice of Entry of
Dismissal and Proof of Service were filed on September 4, 2020.

14 14. On April 1, 2021, the Parties stipulated to dismiss Great Wolf Resort Holdings, Inc., without
15 prejudice, and substitute in Great Lakes Services, LLC. The Court signed the proposed order on April 5,
16 2021.

17 15. The Parties engaged in extensive formal discovery, as outlined below.

18 16. Great Wolf Resort Holdings Inc. served its first set of Request for Production of Documents
19 on Plaintiff on September 30, 2020. Plaintiff responded to the same on October 30, 2020.

20 17. Plaintiff supplemented his responses and document production when the same requests were
made along with his Notice of Deposition. Plaintiff sat for his deposition on January 26, 2021.

21 18. Plaintiff served his first set of Requests for Production of Documents and Special
22 Interrogatories on Great Wolf Resort Holdings Inc. on November 19, 2020. Defendant responded to the same
23 on January 12, 2021.

24 19. On January 27, 2021, Plaintiff sent Great Wolf Resort Holdings Inc. a letter outlining the
25 deficiencies in its discovery responses. During a telephonic conference on February 2, 2021, the Parties
26 discussed the possibility of mediation. They ultimately decided to put formal discovery on hold, in lieu of
27

1 informal discovery, in anticipation of mediation.

2 20. The Parties agreed that the mediation would consist of both this PAGA action and Plaintiff's
3 individual arbitrable claims.

4 21. On March 12, 2021, through counsel, Plaintiff sent Defendant a letter detailing documents
5 and information he would need to adequately prepare for mediation. Thereafter the Parties exchanged several
6 correspondences in an effort to compromise on the exchange of information.

7 22. Prior to mediation, Defendant produced documents and data, including but not limited to
8 Plaintiff's personnel file, job descriptions, written policies, timekeeping and payroll information, service fee
9 documents, and a sampling of Aggrieved Employee contact information.

10 23. The remote mediation took place on June 15, 2021 before Hon. Gail A. Andler (Ret.), an
11 experienced and respected wage and hour mediator. The mediation involved serious and intensive arms-
12 length negotiations. At the conclusion, the Parties agreed to a global settlement of both the PAGA action and
13 Plaintiff's individual arbitrable claims, and later agreed to allocate \$715,000 to the PAGA action.

14 24. The Parties thereafter worked together to jointly draft the Settlement Agreement, exchanging
15 several drafts in the process.

16 25. The Settlement was fully executed as of December 9, 2021.

17 **III. THE SETTLEMENT AND DISTRIBUTION OF PAGA PENALTIES**

18 **A. Terms of the PAGA Settlement and Distribution of PAGA Penalties**

19 26. The Settlement provides that Defendant will pay a non-reversionary settlement amount of
20 \$715,000.00 (the "Gross Settlement Fund"). From the Gross Settlement Fund, payments will be made to the
21 LWDA and the PAGA Aggrieved Employees, to the Named Plaintiff for his Service Award, to Plaintiff's
22 attorneys for fees and litigation costs, and to the Settlement Administrator for settlement administration costs.
23 Settlement, Section II.A.16-17. and Section II.B.1.

24 27. The Settlement sets aside \$10,000.00 for the Named Plaintiff as a Service Award, in return
25 for his general release of all claims of any kind against Defendant, and for his efforts in bringing and
26 prosecuting the matter. Settlement, Section II.A.18 and Section II.E.2.

27 28. Plaintiff's counsel will seek a standard fee award, not to exceed thirty-three and one-third (33
28 1/3%) of the Gross Settlement Fund, along with reimbursement of actual litigation costs, not to exceed
\$13,000.00. Settlement, Section II.C.2.b. The costs incurred at this time are \$9,490.37.

1 29. The administration costs for the proposed Settlement Administrator, Simpluris, are currently
2 estimated at \$5,941.00. Settlement, Section II.A.13.

3 30. After distributions for the Service Award, attorneys' fees and costs, and Settlement
4 Administrator costs, approximately \$451,235.30 will be available as estimated net proceeds (the "Net
5 Settlement Fund"). Seventy-Five percent (75%) of the Net Settlement Fund will be paid to the LWDA (to be
6 used to assist in the enforcement of labor laws and education of employers and employees about their rights
7 and responsibilities under the Labor Code), and the remaining 25% will be paid to the Aggrieved Employees.
Settlement, Section II.A.17.

8 31. Accordingly, the LWDA will receive approximately \$338,426.47 from the Settlement. The
9 employees will receive approximately \$112,808.83 from the Net Settlement Fund. These allocations will
10 result in an average payment amount of \$102.55 for each employee. *Id.* This estimated average individual
11 was calculated by dividing the estimated Net Settlement proceeds to be allocated to the Aggrieved
12 Employees, \$112,808.83, by the total Aggrieved Employees covered by this Settlement approximately
13 1,100. As further detailed below, Aggrieved Employees who worked in the Banquet Department will have
14 their settlement recoveries weighted, and thus, those employees' average recoveries will be higher than
15 employees outside of the Banquet Department with the same tenure. Average individual recoveries across all
Aggrieved Employees will also vary depending the individual's employment tenure.

16 32. The Aggrieved Employees encompassed by the proposed Settlement include all non-exempt
17 employees of Great Lakes Services, LLC in California at any time during the period between March 22, 2019
18 to the date the Effective Date¹. Settlement, Section II.A.3.

19 33. No later than ten (10) calendar days after the Effective Date, Defendant will deliver to the
20 Settlement Administrator via wire transfer the total sum of \$715,000.00, which amount shall be in full and
21 final satisfaction of the following: all payments to Aggrieved Employees, the payment to the LWDA,
22 Plaintiff's Counsel's attorneys' fees and costs as approved by the Court, Plaintiff's Service Award, and the
reasonable fees and costs of the Settlement Administrator. Settlement, Section II.D.1.

23 34. No later than ten (10) calendar days after the Effective Date, Defendant will email the
24 Settlement Administrator an electronic spreadsheet containing, containing, to the extent reasonably
25 ascertainable by Defendant, for each Aggrieved Employee, his or her name, last known address and/or

26 ¹ "Effective Date" means the 61st day following entry of the Judgment if no appeal is filed, or if an appeal is filed, the
27 date the appeal is dismissed or denied and is no longer subject to appellate review. Settlement, Section II.A.5.

1 telephone number, social security number, dates of employment, whether he or she worked Banquets (i.e.,
2 performed work as a Banquet Server, Banquet Bartender, and/or Banquet Captain), and number of
3 workweeks worked during the PAGA Recovery Period. Promptly after receiving it, the Settlement
4 Administrator will run the Aggrieved Employees' addresses through the U.S. Postal Service's National
5 Change of Address database. Settlement, Section II.D.2.

6 35. No later than fifteen (15) calendar days after the Effective Date, the Settlement Administrator
7 will pay by check or wire transfer: (1) the Attorneys' Fees and Costs to Plaintiff's Counsel; (2) Plaintiff's
8 Service Award to Plaintiff; (3) the Settlement Administrator Costs to the Settlement Administrator; (4) 75%
9 of the Net Settlement Fund to the LWDA; and (5) 25% of the Net Settlement Fund to the Aggrieved
10 Employees. Settlement, Section II.D.3.

11 36. Along with the settlement checks, the Settlement Administrator will mail a letter explaining
12 how the settlement payment was calculated to each Aggrieved Employee. The Parties will jointly draft the
13 communication to Aggrieved Employees. Settlement, Section II.D.6. A true and correct copy of this
14 correspondence is attached as **Exhibit 3**.

15 37. Per the Settlement, the amounts to be paid to Aggrieved Employees will be determined as
16 follows: the Settlement Administrator will allocate 25% of the Net Settlement Fund to the Aggrieved
17 Employees. Payments will be calculated and apportioned based on the number of workweeks an Aggrieved
18 Employee worked during the PAGA Recovery Period. Settlement, Section II.D.5.

19 38. The Settlement Administrator will calculate the number of workweeks worked by each
20 Aggrieved Employee ("Individual Workweeks") during the PAGA Recovery Period, the amount to be paid
21 per workweek, and the individual payments to eligible Aggrieved Employees. Settlement, Section II.D.5.a.

22 39. Defendant's pay period data will be presumed correct, unless a particular Aggrieved
23 Employee proves otherwise to the Settlement Administrator by credible evidence. All workweek disputes
24 will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on
25 all workweek disputes will be subject to Counsel's and the Court's review. Settlement, Section II.D.5.b.

26 40. The payment to each Aggrieved Employee will be determined as follows: The Settlement
27 Administrator will calculate the total number of workweeks for the entire group of Aggrieved
28 Employees (as weighted). The Settlement Administrator will divide the 25% of the Net Settlement
Fund by the total number of workweeks (as weighted), resulting in the Workweek Value. The

1 Settlement Administrator will multiply the Workweek Value by the number of workweeks worked
2 by each Aggrieved Employee (as weighted), to determine the payment to each Aggrieved
3 Employee. To account for the additional penalties relating to the underlying Labor Code § 351
4 allegations, the Individual Workweeks for Aggrieved Employees whose title was Banquet Server,
5 Banquet Bartender, and Banquet Captain at any time during the PAGA Recovery Period, shall be
6 weighted. The Settlement Administrator shall multiply the number of Individual Workweeks initially
7 calculated for each of these individuals by 2.0. (For example, if an Aggrieved Employee held the
8 title of Banquet Server, Banquet Bartender, or Banquet Captain during the PAGA Recovery Period
9 and worked ten (10) workweeks, the Settlement Administrator will multiply 10 workweeks by a
10 multiplier of 2.0 for the purposes of calculating the Workweek Value and calculating his or her
individual payment.) Settlement, Section II.D.5.c.

11 41. The payment to the Aggrieved Employees, including Plaintiff's Service Award, will be
12 treated as civil penalties for purposes of IRS reporting. Settlement, Section II.D.8. Defendant shall report such
13 payments by use of the IRS 1099 Miscellaneous form to each Aggrieved Employee, which shall be issued to
14 each Aggrieved Employee at the same time the settlement checks are issued by the Settlement Administrator.
Settlement, Section II.D.8.

15 42. If any settlement check is returned as undeliverable, the Settlement Administrator will use
16 reasonable skip-trace methods to locate a new address. Settlement, Section II.D.6.

17 43. If any dispute arises concerning an Aggrieved Employee's Individual Workweeks and/or
18 eligibility for a settlement payment, Defendant agrees to cooperate with Plaintiff's Counsel and the Settlement
19 Administrator to investigate any such dispute. Settlement, Section II.D.7. Aggrieved Employees who
20 successfully dispute their Individual Workweeks, or self-identify as Aggrieved Employees eligible for a
21 settlement payment, will be paid based on the Workweek Value, to the extent possible, from uncashed check
funds after the expiration of settlement checks. *Id.*

22 44. Checks issued to Aggrieved Employees will expire 180 calendar days from the date they are
23 mailed. Settlement, Section II.D.7. If there are funds attributable to uncashed settlement checks after the 180
24 day period, the Settlement Administrator shall make any payments necessary to Aggrieved Employees arising
25 from successful disputes, and remit any remaining unclaimed funds to the *cy pres* recipient that is approved
26 by the Court. *Id.* If there are insufficient funds attributable to uncashed settlement checks to pay in
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1 full the amounts triggered by successful disputes from Aggrieved Employees, such payments shall
2 be made on a *pro rata* basis. The parties propose Legal Aid at Work as the *cy pres* recipient. *Id.*

3 **B. The Releases for the Aggrieved Employees and the Plaintiff**

4 45. Under the Settlement, Aggrieved Employees release certain PAGA claims that accrue from
5 March 22, 2019 through the date the Effective Date. Settlement, Section II.E.1, II.A.3. These “PAGA
6 Released Claims” include “any and all claims, causes of action, debts, liabilities, demands, damages,
7 penalties, costs, and attorneys’ fees under the PAGA, known or unknown, based on or arising out of
8 the Labor Code sections alleged in Plaintiff’s operative complaint or that could have been alleged
9 based on the factual and legal allegations in the PAGA Letter and/or the complaint in the Action
10 including but not limited to PAGA claims for Great Wolf’s alleged failure to (1) pay Plaintiff and
11 Aggrieved Employees overtime wages; (2) pay Plaintiff and Aggrieved Employees all tip wages
12 owed from gratuity payments; (3) authorize and permit Plaintiff and Aggrieved Employees to take
13 meal and rest breaks to which they are entitled by law; (4) compensate Plaintiff and Aggrieved
14 Employees for all hours worked; (5) provide Plaintiff and Aggrieved Employees accurate, itemized
15 wage statements; (6) timely pay Plaintiff and Aggrieved Employees full wages upon termination or
16 resignation; and (7) remit the total proceeds from mandatory service fee surcharges to non-
17 managerial service workers like the Aggrieved Employees. Without limiting the foregoing, Plaintiff,
18 on behalf of himself and the State of California, and all Aggrieved Employees, fully and without
19 limitation release, covenant not to sue and forever discharge Great Wolf and the Great Wolf
20 Releasees, both individually and collectively, from any and all claims, causes of action, debts,
21 liabilities, demands, damages, penalties, costs, and attorneys’ fees, for penalties pursuant to the
22 PAGA for the following California Labor Code sections referenced in the PAGA Letter and/or the
23 complaint in the Action: 201-204, 225.5, 226, 226.3, 226.7, 227.3, 256, 351, 510, 512, 558, 1194,
24 2699 *et seq.*, and 2802).” Settlement, Section II.E.1.

25 46. The Judgment entered by the Orange County Superior Court shall have *res judicata* effect as
26 to each aggrieved PAGA employee with respect to the PAGA Released Claims. Settlement, Section II.E.1.

27 47. Additionally, upon the Effective Date, the Named Plaintiff agrees to a broader general release
28 “from any rights, claims, demands, liabilities, actions, causes of action, and grievances whether in law or in
equity, suits, damages, losses, attorneys’ fees, costs, and expenses, of whatever nature whatsoever, known or

1 unknown, fixed or contingent, suspected or unsuspected, that Plaintiff or Plaintiff's Affiliates now have, or
2 may ever have had, against Great Wolf or the Released Parties, that arise out of, or are in any way related to:
3 (i) Plaintiff's employment by Great Wolf, including the separation of his employment from Great Wolf; (ii)
4 all of the facts, claims, contentions, and allegations asserted by Plaintiff in Case No. 8:20-cv-00695-JLS-KE
5 and Case No. 30-2020-01141083-CU-OE-CXC, or that could arise from the facts contained therein; and (iii)
6 any acts or omissions by Great Wolf or any of the Released Parties occurring before Plaintiff executes this
7 Agreement." Settlement, Section II.E.2(2). Plaintiff also "agrees not to participate in any further or future
8 litigation against Great Wolf or the Released Parties for any Claims that are premised, in whole or in part,
9 upon facts, events, occurrences or omissions relating in any way to Garcia's employment with Great Wolf."
10 *Id.* Plaintiff releases all claims against the Released Parties of any kind whatsoever (upon any legal or
11 equitable theory whether contractual, common law, constitutional, statutory, federal, state, local or otherwise),
12 whether known or unknown, that arose, accrued or took place at any time on or prior to the date that Plaintiff
13 executed the Settlement. Settlement, Section II.E.2(3)

14 48. Based on my review, the Named Plaintiff's general release of these claims pursuant to the
15 \$10,000.00 Service Award, as well as the time and risk expended by him on this case, and a review of prior
16 settlements, is a fair compromise.

17 49. Plaintiff's Counsel is not aware of any class or other representative action in any other court
18 that asserts claims similar to those alleged in this action, nor of any other cases pending in the pre-filing
19 LWDA stage based on a search of the Department of Industrial Relations website.

20 **IV. THE SETTLEMENT IS FAIR, REASONABLE, AND WARRANTS APPROVAL**

21 50. The Plaintiff has extensively analyzed the facts and claims to evaluate the Settlement's
22 fairness and reasonableness. Plaintiff's counsel has conducted significant discovery and outreach to the
23 Aggrieved Employees. Plaintiff's Counsel used this information and data to perform in-depth analyses of the
24 claims, Defendant's exposure, and the potential recovery.

25 **A. Nature of the Alleged Violations and Total Potential PAGA Penalties**

26 51. Plaintiff alleges three core sets of claims in this action: service fee claim, meal and rest break
27 claims, and unpaid hours claims. Additionally, Plaintiff asserts derivative violations for failure to provide
28 accurate, itemized wage statements and waiting time penalties.

52. While each of these claims expose Defendant to PAGA penalties, it is anticipated that the

1 amount that the penalties should be “stacked,” with multiple violations assessed per person for individual pay
2 periods, would be vehemently disputed by Defendant.

3 53. Labor Code § 351 provides that “[n]o employer or agent shall collect, take, or receive any
4 gratuity or a part thereof that is paid, given to, or left for an employee by a patron...Every gratuity is hereby
5 declared to be the sole property of the employee or employees to whom it was paid, given, or left for.” (See
6 Cal. Lab. Code § 351.) “Gratuity” is defined to “include[] any tip, gratuity, money, or part thereof that has
7 been paid or given to or left for an employee by a patron of a business over and above the actual amount due
8 the business for services rendered or for goods, food, drink, or articles sold or served to the patron.” (See Cal.
9 Lab. Code § 350 subd. (e).)

10 54. Labor Code Section 512(a) provides that an employer shall not employ an employee for a
11 work period of more than five hours per day without providing the employee with a meal period of not less
12 than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the
13 meal period may be waived by mutual consent of both the employer and employee. An employer shall not
14 employ an employee for a work period of more than 10 hours per day without providing the employee with a
15 second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours,
16 the second meal period may be waived by mutual consent of the employer and the employee only if the first
17 meal period was not waived.

18 55. Pursuant to California Labor Code Section 226.7 and the IWC Wage Orders, employers must
19 also authorize and permit all employees to take one 10-minute rest period per four 4 hours of work, or major
20 fraction thereof, unless the total daily work time is less than 3.5 hours.

21 56. Labor Code § 510(a) provides that eight hours of labor constitutes a day’s work. Any work in
22 excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first
23 eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no
24 less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in
25 one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee.

26 57. Plaintiff performed an in-depth analysis of interviews conducted with Aggrieved Employees,
27 data provided by Defendant, and the underlying state law provisions to develop Defendant’s potential
28 exposure, including workweek weighing to account for the additional harms only suffered by banquet
employees for alleged violations of Labor Code § 351.

1 58. As there are no known findings by a court or the Labor Commissioner that Defendant has
2 violated the Labor Code, Plaintiff applies the \$100 penalty amount for all violations.

3 59. Based on records provided by Defendant before mediation, Plaintiff assumed there are
4 approximately 1,110 Aggrieved Employees employed by Defendant in California during the relevant time
5 period, of which approximately 31 are banquet employees, and they worked approximately 21,380 and 414
6 pay periods respectively, during that time.

7 60. Based on the analysis of the data provided and interviews with Aggrieved Employees,
8 Plaintiff further assumed that he could prove the following: the service fee claims at 100% violation rate, the
9 rest break, waiting time, and inaccurate wage statement violations at a rate of 50%, the meal period violations
10 at a rate of 40%, the off-the-clock claims at a violation rate of 30%, and the overtime claims at a rate of 15%.

11 61. Based on these figures, Plaintiff calculated a potential exposure of \$4,444,550.00. However,
12 Plaintiff determined that further, additional discounting factors were appropriate for certain claims to account
13 for the risk that Plaintiff would not be able to proceed on a representative basis as to all employees at issue
14 based on manageability issues, the risk that Plaintiff may not be able to prove the violations at the rates
15 specified above, and the risk that the Court may reduce the penalties as arbitrary. The weighing signifies the
16 potential for success of each claim.

17 62. As such, Plaintiff's counsel assessed that the service charge claim is the strongest claim
18 based on the interviews, which were reflective of Defendant's records. However, this claim was applicable to
19 the smallest group of employees. Thus, Plaintiff applies an 80% weighing to the service fee claim, or only a
20 20% discounting. Based on the same, Plaintiff applies a 75% discount to the rest break claim, discounting of
21 60% for the meal breaks, 40% for the off-the-clock minimum wage claims, 20% for the overtime claims, and
22 30% for each of the derivative claims for waiting time penalties and inaccurate wage statements.

23 63. This discounting results in a net exposure of approximately \$2,195,435.00, with each of the
24 claims being estimated as follows: Meal period: \$553,080, rest break: \$843,375, off-the-clock: \$287,640,
25 overtime: \$83,010, service fee: \$78,560, waiting time: \$12,420, wage statements: \$337,350. This results in a
26 weighing of approximately 2.3 for the banquet pay periods, which Plaintiff rounded down to 2.0. The
27 agreement to weigh the banquet pay periods at a rate of 2.0 is included in the Settlement, wherein a
28 description is provided regarding the calculation of settlement checks per Aggrieved Employee.

 64. The case ultimately settled for \$715,000.00, which is approximately 32.57% of the total

1 potential exposure of \$2,195,435.00 that Plaintiff's Counsel estimated it could recover.

2 65. This amount assumes that Plaintiff prevails on liability and proves up the violations at the
3 levels described above. Plaintiff faced considerable risks in proving up his claims in this manner.

4 66. In light of these risks discussed below and evaluation of similar settlements, \$715,000.00
5 constitutes a material percentage of the total damage exposure and is a reasonable overall settlement sum.

6 **B. Litigation Risks**

7 67. Plaintiff was confronted with considerable uncertainty in proceeding to trial on the PAGA
8 claims.

9 68. Plaintiff's counsel has reviewed hundreds of pages of documents and conducted substantial
10 outreach with the employees at issue concerning their experiences working for Defendant. Plaintiff's
11 investigation shows that these employees performed different roles and hold different positions. Variability as
12 to individual employees' experience is not uncommon in employment litigation, and such variability may
13 present a risk to Plaintiff's case here if it were to proceed to trial based on manageability issues.

14 69. Defendant also has legal defenses available to it. Defendant represented that it obtained valid
15 meal period waivers for many of the workers. Though the issue would be hotly contested, there is a likelihood
16 that the Court would uphold Defendant's meal period agreements, which would abrogate a considerable
17 component of Plaintiff's overall claim.

18 70. Defendant also argues that its policies and procedures are facially compliant with California
19 labor law. Defendant produced meal break, rest break, and timekeeping policies that, on their face, appear
20 lawful. Plaintiff recognizes that the Court could credit Defendant for maintaining facially compliant policies
21 for its employees.

22 71. Further, although the evidence shows that Defendant did not remit any part of the service
23 charge to the service employees, a Court might still find that the language in the banquet event orders,
24 banquet contracts or other banquet event receipts is sufficient to allow the customer to understand that this
25 charge is not meant to be a gratuity to the service workers.

26 72. Additionally, Plaintiff's claims regarding waiting time penalties and wage statements
27 are derivative, and rise and fall with Plaintiff's other wage payment claims for unpaid tips, minimum
28 wage and overtime wages, and so the same risks apply to those derivative claims.

73. Plaintiff also recognizes that some courts have interpreted Labor Code section 2699(f)(2) to

1 impose the enhanced “subsequent violation penalty” or “heightened penalty” only after an employer has been
2 notified that its conduct violates the Labor Code. While Plaintiff regards this interpretation as flawed, he
3 nonetheless recognizes that this interpretation has gained traction with some courts.

4 74. While Plaintiff believes that he would have prevailed on these issues and others,
5 Plaintiff recognizes the risk that a fact finder may have found for Defendant on one or more of these
6 issues and/or found penalties to be significantly less than what Plaintiff claims.

7 **V. THE REQUESTED ATTORNEYS’ FEES AND LITIGATION COSTS ARE FAIR**
8 **AND REASONABLE**

9 75. Plaintiff’s counsel’s efforts resulted in a common fund settlement amount of \$715,000.00.
10 This is a substantial settlement and an especially favorable result in light of the challenges Plaintiff
11 may have faced at trial. This result was achieved by the work and success of Plaintiff’s counsel, who
12 negotiated the Settlement after extensive preparation.

13 76. Plaintiff faced significant risks going forward with this litigation. This case involved
14 hundreds of employees who held different positions. The fact that these events occurred a few years
15 ago, and several of these employees have changed jobs, presents issues that could be detrimental to
16 Plaintiff’s case.

17 77. Plaintiff’s counsel are experienced representative action litigators. This experience
18 and expertise, combined with the high quality of work performed in this case by Plaintiff’s counsel,
19 resulted in the Settlement achieved.

20 78. Plaintiff’s counsel have been representing Plaintiff and the State of California in this
21 matter on strictly contingency basis, and had to forego opportunities to litigate other cases. Plaintiff’s
22 counsel incurred the risk of non-recovery after a substantial investment of time, money, and resources,
23 and have done so since the inception of the cases without any payment or compensation.

24 79. For their efforts and the substantial risk that they undertook in obtaining a large common fund
25 settlement to benefit the LWDA and the Aggrieved Employees, the Parties allocated thirty-three and one-
26 third percent (33 1/3%) of the Gross Settlement Fund to Plaintiff’s counsel for reasonable attorneys’ fees, plus
27 actual litigation costs in an amount not to exceed \$13,000.00, which at this time are \$9,490.37.

28 80. The lodestar for Plaintiff’s counsel in this Action is over \$255,000. A true and correct
summary of the SWCK lodestar is attached hereto as **Exhibit 4**. The attorneys’ fees requested are

1 \$238,333.33. Plaintiff's counsel has agreed to accept this compromise and reduction of the full lodestar in an
2 effort to resolve the case and obtain a fair settlement for Plaintiff and the Aggrieved Employees.

3 81. I have reviewed a summary of SWCK's billing records, which are maintained during the
4 regular course of business and billed contemporaneously. While adjusting our rates to track market increases,
5 SWCK's rates have steadily remained reasonable and competitive, and have been consistently approved by
6 many federal and state courts over the past several years. SWCK hourly rates were recently found to be
7 reasonable for purposes of a lodestar crosscheck by Judge Laurel Beeler in *Villafan v. Broadspectrum*
8 *Downstream Services, Inc., et al.*, Case No. 3:18-cv-06741-LB, ECF 150 (N.D. Cal. Apr. 8, 2021) (awarding
9 one-third fee award, plus costs, and holding that SWCK's "billing rates are normal and customary (and thus
10 reasonable) for lawyers of comparable experience doing similar work"). The prior litigation rates for SWCK
11 were also found to be reasonable for purposes of a lodestar crosscheck by Judge Vince Chhabria in *Soto, et al.*
12 *v. O.C. Communications, Inc., et al.*, Case No. 3:17-cv-00251-VC, ECF 304, 305 (N.D. Cal. Oct. 23, 2019)
13 (approving a one-third fee award, and in late 2019, finding that "the fee award is further supported by a
14 lodestar crosscheck, whereby it finds that the hourly rates of Schneider Wallace Cottrell Konecky Wotkyns
15 LLP ... are reasonable, and that the estimated hours expended are reasonable."). The Orange County
16 Superior Court also found prior hourly rates for my team to be reasonable for purposes of a lodestar
17 crosscheck on January 31, 2020 in *El Pollo Loco Wage and Hour Cases*, Case No. JCCP 4957, Orange
18 County Superior Court, order dated January 31, 2020. The Sacramento Superior Court granted final approval
19 of a class action settlement and SWCK's fee request pursuant to a lodestar crosscheck that incorporated my
20 team's then-customary rates. *Manni v. Eugene N. Gordon, Inc. d/b/a La-Z-Boy Furniture Galleries*, Case No.
21 34-2017-00223592, Sacramento Superior Court, order dated September 5, 2019. In *Shaw, et al. v. AMN*
22 *Services, LLC, et al.*, No. 3:16-cv-02816, ECF 167 (N.D. Cal. May 31, 2019), the Court conducted a lodestar
23 cross check and held that "the hourly rates charged by [SWCK] are within the prevailing range of hourly rates
24 charged by attorneys providing similar services in class action, wage-and-hour cases in California." The
25 Court further held that the "hourly rates of Class Counsel [SWCK] also have consistently and recently been
26 approved as reasonable by the courts." Other approvals of SWCK's historical hourly rates include: *Knapp v.*
27 *Art.com, Inc.*, No. 3:16-cv-00768-WHO, ECF 89 (N.D. Cal. October 24, 2018); *Villalpando v. Exel Direct*
28 *Inc.*, 2016 WL 7740854, at *1 (N.D. Cal. Dec. 12, 2016); *Winans v. Emeritus Corp.*, 2016 WL 107574, at *8
(N.D. Cal. Jan. 11, 2016); *Carnes v. Atria Senior Living Inc.*, Case No. 14-cv-02727-VC, ECF 115, at 4-5

(N.D. Cal. July 12, 2016); *Meza v. S.S. Skikos, Inc.*, Case No. 3:15-cv-01889-TEH, ECF 58, at 4 (N.D. Cal. May 25, 2016).

82. In this case, there was no guarantee of compensation or reimbursement. Rather, SWCK undertook all the risks of this litigation on a completely contingent fee basis. The inherent risk of proving liability and penalties across the aggrieved employees and Defendant's representation by skillful counsel confront SWCK with the prospect of recovering nothing or close to nothing for their commitment to and investment in the case.

83. Nevertheless, Plaintiff and SWCK committed themselves to developing and pressing Plaintiff's legal claims to enforce the State of California's and the employees' interests and maximize the recovery. During the litigation, counsel had to turn away other cases to remain sufficiently resourced for this one. The challenges that SWCK had to confront and the risks they had to fully absorb on behalf of the State and the employees here are precisely the reasons for multipliers in contingency fee cases.² As Aggrieved Employees and the State will receive significant payments if the Settlement is approved, SWCK seek a reasonable fee award for their efforts and the risk they have assumed.

84. Attorneys who litigate on a wholly or partially contingent basis expect to receive significantly higher effective hourly rates in cases where compensation is contingent on success, particularly in hard-fought cases where, like in the case at bar, the result is uncertain. In the legal marketplace, a lawyer who assumes a significant financial risk on behalf of a client rightfully expects that his or her compensation will be significantly greater than if no risk was involved (*i.e.*, if the client paid the bill on a monthly basis), and that the greater the risk, the greater the "enhancement." Adjusting court-awarded fees upward in contingent fee cases to reflect the risk of recovering no compensation whatsoever for hundreds of hours of labor simply makes those fee awards consistent with the legal marketplace, and in so doing, helps to ensure that meritorious cases will be brought to enforce important public interest policies and that clients who have meritorious claims will be better able to obtain qualified counsel.

85. Plaintiff's counsel also requests reimbursement of their actual out-of-pocket expenses incurred to prosecute the Action, which are approximately \$9,490.37 at this time. A true and correct summary of SWCK's out-of-pocket expenses is attached hereto as **Exhibit 5**.

² (Posner, *Economic Analysis of the Law*, 534, 567 (4th ed. 1992) ("A contingent fee must be higher than a fee for the same legal services paid as they are performed... because the risk of default (the loss of the case, which cancels the debt of the client to the lawyer) is much higher than that of conventional loans".).)

98. Plaintiff's counsel incurred costs including, *inter alia*, filing and service fees, costs for remote appearances, and mediation fees. These expenses were incidental and necessary to the effective representation of the Aggrieved Employees.

99. On December 20, 2021, my office served the Settlement, in the form attached hereto as Exhibit 1, and Plaintiff's Memorandum of Points and Authorities in support of this motion, on the LWDA, through its online PAGA document submission system. Usage of this online system is the required means to transmit documents to the LWDA. Proof of submission via this system is attached hereto as **Exhibit 6**.

100. The Court will retain jurisdiction to enforce the settlement, pursuant to California Code of Civil Procedure section 664.6.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 21st day of December, 2021, at Emeryville, California.

Cady Attall

Carolyn Hunt Cottrell

EXHIBIT 1

Carolyn Hunt Cottrell (SBN 166977)
Caroline N. Cohen (SBN 278154)
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*Attorneys for Plaintiff, on behalf of the State
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[Additional counsel on next page]

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE**

ANDY GARCIA, on behalf of the State of
California and Aggrieved Employees,

Plaintiff,
v.

GREAT LAKES SERVICES, LLC,
Defendant.

Case No. 30-2020-01141083-CU-OE-CXC

**SETTLEMENT AGREEMENT OF
REPRESENTATIVE ACTION UNDER
LABOR CODE PRIVATE ATTORNEYS
GENERAL ACT**

Complaint filed: May 26, 2020

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1 SETTLEMENT AGREEMENT

2 This Settlement Agreement of Representative Action under California Labor Code
3 Private Attorneys General Act is entered into on December 9, 2021, between plaintiff Andy
4 Garcia ("Plaintiff"), on behalf of himself, the State of California, Aggrieved Employees (as
5 defined below), and defendant Great Lakes Services, LLC ("Great Wolf"). Plaintiff and
6 Great Wolf are collectively referred to as "the parties."

7 I. Factual Background

8 A. On March 18, 2020, Plaintiff sent a certified letter to the Labor Workforce
9 Development Agency ("LWDA"), notifying the LWDA that Plaintiff intended to pursue a
10 claim against The Blackstone Group Inc., Centerbridge Partners, LP, and the Great Wolf
11 Resorts Holdings, Inc. (the "named Defendants") under the Labor Code Private Attorneys
12 General Act ("PAGA") based on their alleged wage and hour violations ("PAGA Letter").
13 The LWDA did not respond to the PAGA Letter or otherwise indicate that it intended to
14 investigate Plaintiff's allegations.

15 B. After waiting the required 65 days without a response from the LWDA, on
16 May 26, 2020, Plaintiff filed a PAGA complaint against the named Defendants, seeking
17 penalties pursuant to Labor Code sections 2699(a) and 2699(f) (the "Complaint"). In the
18 Complaint, Plaintiff alleges that Great Wolf is liable for civil penalties for failing to (1) pay
19 Plaintiff and Aggrieved Employees overtime wages; (2) pay Plaintiff and Aggrieved
20 Employees all tip wages owed from gratuity payments; (3) authorize and permit Plaintiff and
21 Aggrieved Employees to take meal and rest breaks to which they are entitled by law; (4)
22 compensate Plaintiff and Aggrieved Employees for all hours worked; (5) provide Plaintiff
23 and Aggrieved Employees accurate, itemized wage statements; (6) timely pay Plaintiff and
24 Aggrieved Employees full wages upon termination or resignation; and (7) remit the total
25 proceeds from mandatory service fee surcharges to non-managerial service workers like the
26 Aggrieved Employees.

27 C. On August 31, 2020, Plaintiff requested the dismissal of defendants The
28 Blackstone Group Inc. and Centerbridge Partners, LP. The same day, the clerk entered the

1 dismissal of defendants The Blackstone Group Inc. and Centerbridge Partners, LP.

2 D. On April 5, 2021, the Court further entered the dismissal, without prejudice,
3 of Great Wolf Resort Holding, Inc., and the substitution of Great Wolf as defendant in lieu of
4 the former. This dismissal was granted pursuant to the parties' Stipulation To Substitute in
5 Great Lakes Services, LLC as a Defendant, and Dismiss Great Wolf Resorts Holding, Inc.,
6 Without Prejudice, wherein the parties further agreed, *inter alia*: "Great Wolf Resorts
7 Holdings, Inc. agrees that Plaintiff's Private Attorneys General Act of 2004 Notice dated
8 March 18, 2020, and all claims therein, relate back to Great Lakes Services, LLC, and GW
9 GG LLC, and that Great Wolf Resorts Holdings, Inc., Great Lakes Services, LLC, and GW
10 GG LLC will waive any argument that Plaintiff failed to timely add these new entities in the
11 letter."

12 E. The parties agreed to participate in a private mediation. For purposes of pre-
13 mediation discovery, Great Wolf produced over eight hundred pages of documents, including
14 time records for all non-exempt, hourly employees at its Garden Grove location during the
15 relevant time period, as well as a file containing all the file numbers of the employees who
16 were paid a meal period premium, the number of hours of premium pay, their rates of pay,
17 and the pay date. Great Wolf also produced applicable written policies relating to
18 timekeeping, overtime, and meal and rest breaks; Plaintiff's personnel file including his
19 payroll records; sample banquets contracts which reflect advanced disclosure of the 23%
20 mandatory service charge; an anonymized list of all non-exempt employees during the
21 relevant time period identified by their file number (including their hire date, status, job
22 description, and a termination date if applicable); contact information for 20% of all such
23 non-exempt employees; a list of all mandatory service charges during the relevant time
24 period; and banquet event schedules covering the relevant time period. Additionally, Great
25 Wolf took the deposition of Plaintiff on January 26, 2021.

26 F. On June 15, 2021, the parties participated in a private mediation before the
27 Honorable Gail A. Andler (Ret.). Mediation was successful, and the parties reached an
28 agreement in principle during the mediation session. The negotiations leading to settlement

1 and to the terms of this agreement were at all times non-collusive and conducted at arm's
2 length.

3 G. Plaintiff and his counsel have conducted a thorough investigation into the
4 facts of the action for the benefit of Plaintiff and Aggrieved Employees. Based on that
5 investigation, Plaintiff and Plaintiff's Counsel are of the opinion that the settlement is fair,
6 reasonable, adequate, and in the best interests of the Aggrieved Employees and the State of
7 California.

8 H. Great Wolf denies it violated the law in any manner alleged in the Action (as
9 defined below). Nothing contained herein, nor the consummation of the settlement, is to be
10 construed or deemed an admission of liability or wrongdoing on the part of Great Wolf or
11 any of the Released Parties (as defined below).

12 I. The terms of this Agreement are contingent on the execution of Plaintiff's
13 individual settlement agreement, which was jointly agreed upon in principle during the June
14 15, 2021 mediation.

15 II. Terms of Agreement

16 A. Definitions.

17 1. "Action" refers to the lawsuit filed in the Superior Court of California
18 for the County of Orange entitled *Garcia v. Great Lakes Services, LLC*, Case No. 30-2020-
19 01141083-CU-OE-CXC.

20 2. "Agreement" means this Settlement Agreement of Representative
21 Action under California Labor Code Private Attorneys General Act.

22 3. "Aggrieved Employees" are all non-exempt employees of Great Wolf
23 in California at any time during the period between March 22, 2019 to the Effective Date.

24 4. "Court" is the Superior Court of California for the County of Orange.

25 5. "Effective Date" means the 61st day following entry of the Judgment
26 if no appeal is filed, or if an appeal is filed, the date the appeal is dismissed or denied and is
27 no longer subject to appellate review.

28 6. "Judgment" is the order and judgment approving the Settlement in the

1 Action. An order approving the Settlement shall function as a judgment for purposes of Code
2 of Civil Procedure Sections 577-579.

3 7. "LWDA" means the California Labor Workforce Development
4 Agency.

5 8. "PAGA Recovery Period" is the period between March 22, 2019 and
6 the Effective Date.

7 9. "Pay Periods" means, for each Aggrieved Employee, the number of
8 full or partial pay periods he or she was employed (not on furlough) by Great Wolf as a non-
9 exempt employee during the PAGA Recovery Period according to Great Wolf's time punch
10 and payroll records.

11 10. "Plaintiff" is plaintiff Andy Garcia.

12 11. "Plaintiff's Counsel" is Schneider Wallace Cottrell Konecky LLP.

13 12. "Settlement" is the settlement set forth in this Agreement.

14 13. "Settlement Administrator" is Simpluris.

15 14. "Total Pay Periods" means the aggregate number of Pay Periods all
16 Aggrieved Employees worked (excluding any furlough period) during the PAGA Recovery
17 Period.

18 15. "Great Wolf" is defendant Great Lakes Services, LLC.

19 16. "Gross Settlement Fund" and/or "Gross Settlement Amount" mean
20 Seven Hundred and Fifteen Thousand Dollars and zero cents (\$715,000.00), which is the
21 maximum amount of the settlement and includes Plaintiff's Counsel's Attorneys' Fees and
22 Costs, Plaintiff's Service Award, Settlement Administrator Costs, and the Net Settlement
23 Fund.

24 17. "Net Settlement Fund" and/or "Net Settlement Amount" mean the
25 Gross Settlement Fund less the Attorneys' Fees and Costs, the Settlement Administrator
26 Costs, and Plaintiff's Service Award—the remaining amount wherein 75% shall be paid to
27 the LWDA and 25% will be remitted to the Aggrieved Employees.

28 18. "Service Award" means the payment to Named Plaintiff Andy Garcia

1 for his efforts in bringing and prosecuting this matter. The Service Award will not exceed
2 Ten Thousand Dollars and zero cents (\$10,000.00).

3 19. "Released Parties" means Great Wolf and its respective assignees,
4 parent corporations, sister corporations, subsidiaries, divisions, affiliated corporations,
5 affiliated partnerships, investors (including without limitation The Blackstone Group Inc. and
6 Centerbridge Partners, LP), property owners (including, without limitation, GWGG, LLC
7 and its affiliates, and McWhinney Real Estate Services, Inc.), trustees, directors, officers,
8 employees, shareholders, partners, agents, attorneys, consultants, insurance carriers, plan
9 administrators, executors, administrators, predecessors and successors, past and present.

10 20. "Workweek" means a 7-day week, beginning on Sunday and ending
11 on Saturday, during which an Aggrieved Employee employed by Great Wolf received
12 compensation for regular hours during the PAGA Recovery Period.

13 B. Monetary Consideration.

14 1. Plaintiff and Great Wolf agree that the Action shall be, and hereby is,
15 ended, settled, resolved, and concluded by agreement of Great Wolf to pay the Gross
16 Settlement Amount of Seven Hundred And Fifteen Thousand Dollars (\$715,000.00) pursuant
17 to the terms and conditions of this Agreement and for the consideration set forth herein,
18 including but not limited to, a release of claims by Plaintiff and the Aggrieved Employees as
19 set forth herein, and general release of claims by Plaintiff.

20 C. Approval Procedure.

21 1. Plaintiff will seek approval of the Settlement in the Superior Court of
22 California for the County of Orange pursuant to Labor Code section 2699(1)(2).

23 2. Concurrent with the filing of the motion for settlement approval:

24 a. Plaintiff's Counsel will serve a copy of this Agreement and
25 Plaintiff's motion for settlement approval to the LWDA at the same time as they are
26 submitted to the Court, pursuant to Labor Code section 2699(1)(2).

27 b. Plaintiff's Counsel will move for an award of Attorneys' Fees
28 and Costs upon filing the motion for settlement approval, payable from the Gross Settlement

1 Fund. Plaintiff's Counsel's fees will not exceed thirty-three and one-third percent (33 1/3%)
2 of the Gross Settlement Fund, plus no more than \$13,000 in costs (with the latter amount
3 representing the reasonable out-of-pocket costs incurred by Plaintiff's Counsel in prosecuting
4 the Action). The parties agree that the Court's approval of Attorneys' Fees and Costs is not a
5 material condition of the Settlement and should be considered by the Court separate and apart
6 from the fairness, reasonableness, and adequacy of the Settlement.

7 3. Within ten (10) calendar days after the date that the Court enters an
8 order granting the motion for approval, Plaintiff's Counsel will serve a copy of the Judgment
9 on the LWDA pursuant to Labor Code section 2699(1)(3).

10 4. Should the Court not approve the Settlement, the parties shall meet and
11 confer to negotiate and make reasonable efforts to address any issues raised by the Court in
12 order to obtain the Court's approval, except that Great Wolf will not be required under any
13 circumstances to increase the Gross Settlement Amount. If the parties cannot obtain approval
14 from the Court, then the parties shall be restored to their litigation positions as of June 15,
15 2021, and this Agreement shall be deemed null and void, shall be of no force or effect
16 whatsoever, and shall not be referred to or used in this or any other action.

17 D. Distribution.

18 1. No later than ten (10) calendar days after the Effective Date, Great
19 Wolf will deliver to the Settlement Administrator via wire transfer the total sum of Seven
20 Hundred And Fifteen Thousand Dollars (\$715,000.00), which amount shall be in full and
21 final satisfaction of the following: all payments to Aggrieved Employees, the payment to the
22 LWDA, Plaintiff's Counsel's attorneys' fees and costs as approved by the Court ("Attorneys'
23 Fees and Costs"), Plaintiff's Service Award, and the reasonable fees and costs of the
24 Settlement Administrator ("Settlement Administrator Costs"). Upon receipt of the Gross
25 Settlement Fund, the Settlement Administrator shall immediately place those funds into an
26 interest-bearing account pending distribution pursuant to this Agreement. Any interest earned
27 shall be added to the Gross Settlement Fund.

28 2. No later than ten (10) calendar days after the Effective Date, Great Wolf will

1 email the Settlement Administrator an electronic spreadsheet containing, to the extent
2 reasonably ascertainable by Great Wolf, for each Aggrieved Employee, his or her name, last-
3 known address and/or telephone number, social security number, dates of employment,
4 whether he or she worked Banquets (i.e., performed work as a Banquet Server, Banquet
5 Bartender, and/or Banquet Captain), and number of workweeks worked during the PAGA
6 Recovery Period. Promptly after receiving it, the Settlement Administrator will run the
7 Aggrieved Employees' addresses through the U.S. Postal Service's National Change of
8 Address database.

9 3. No later than fifteen (15) calendar days after the Effective Date, the
10 Settlement Administrator will pay by check or wire transfer: (1) the Attorneys' Fees and
11 Costs to Plaintiff's Counsel; (2) Plaintiff's Service Award to Plaintiff; (3) the Settlement
12 Administrator Costs to the Settlement Administrator; (4) 75% of the Net Settlement Fund to
13 the LWDA; and (5) 25% of the Net Settlement Fund to the Aggrieved Employees, as set
14 forth below.

15 4. Because this is a PAGA settlement and not a class action, the parties
16 agree that Aggrieved Employees do not have the right to exclude themselves from the
17 Settlement. Upon the Effective Date, Aggrieved Employees will be bound by the terms of the
18 Settlement, including the release contained herein. The parties further agree that, absent an
19 order by the Court granting leave to intervene, Aggrieved Employees do not have standing to
20 object to the Settlement or appeal any Judgment.

21 5. The Settlement Administrator will allocate 25% of the Net Settlement
22 Fund to the Aggrieved Employees. Payments will be calculated and apportioned based on the
23 number of Workweeks an Aggrieved Employee worked during the PAGA Recovery Period.
24 Specific calculations of individual payments will be made as follows:

- 25 a. The Settlement Administrator will calculate the number of workweeks worked
26 by each Aggrieved Employee ("Individual Workweeks") during the PAGA
27 Recovery Period, the amount to be paid per workweek, and the individual
28 payments to eligible Aggrieved Employees.

- 1 b. Great Wolf's pay period data will be presumed correct, unless a particular
2 Aggrieved Employee proves otherwise to the Settlement Administrator by
3 credible evidence. All workweek disputes will be resolved and decided by the
4 Settlement Administrator, and the Settlement Administrator's decision on all
5 workweek disputes will be subject to Counsel's and the Court's review.
- 6 c. The payment to each Aggrieved Employee will be determined as follows: The
7 Settlement Administrator will calculate the total number of workweeks for the
8 entire group of Aggrieved Employees (as weighted, pursuant to this paragraph).
9 The Settlement Administrator will divide the 25% of the Net Settlement
10 Amount by the total number of workweeks (as weighted), resulting in the
11 Workweek Value. The Settlement Administrator will multiply the Workweek
12 Value by the number of workweeks worked by each Aggrieved Employee (as
13 weighted), to determine the payment to each Aggrieved Employee. To account
14 for the additional penalties relating to the underlying Labor Code § 351
15 allegations, the Individual Workweeks for Aggrieved Employees whose title
16 was Banquet Server, Banquet Bartender, and Banquet Captain at any time
17 during the PAGA Recovery Period, shall be weighted. The Settlement
18 Administrator shall multiply the number of Individual Workweeks initially
19 calculated for each of these individuals by 2.0. (For example, if an Aggrieved
20 Employee held the title of Banquet Server, Banquet Bartender, or Banquet
21 Captain during the PAGA Recovery Period and worked ten (10) workweeks,
22 the Settlement Administrator will multiply 10 workweeks by a multiplier of 2.0
23 for the purposes of calculating the Workweek Value and calculating his or her
24 individual payment.)

25 6. No later than fifteen (15) calendar days after the Effective Date, the
26 Settlement Administrator will mail a settlement check, along with a letter explaining how the
27 settlement payment was calculated, to each Aggrieved Employee. The Parties will jointly
28 draft the communication to Aggrieved Employees. If any settlement check is returned as

undeliverable, the Settlement Administrator will use reasonable skip-trace methods to locate a new address.

7. If any dispute arises concerning an Aggrieved Employee's Individual Workweeks and/or eligibility for a settlement payment, Great Wolf agrees to cooperate with Plaintiff's Counsel and the Settlement Administrator to investigate any such dispute. Aggrieved Employees who successfully dispute their Individual Workweeks, or self-identify as Aggrieved Employees eligible for a settlement payment, will be paid based on the Workweek Value, to the extent possible, from uncashed check funds after the expiration of settlement checks. Settlement checks will remain valid for 180 days after mailing. If there are funds attributable to uncashed settlement checks after the 180 day period, the Settlement Administrator shall make any payments necessary to Aggrieved Employees arising from successful disputes, and remit any remaining unclaimed funds to the *cy pres* recipient that is approved by the Court. If there are insufficient funds attributable to uncashed settlement checks to pay in full the amounts triggered by successful disputes from Aggrieved Employees, such payments shall be made on a *pro rata* basis. The parties propose Legal Aid at Work as the *cy pres* recipient.

8. The entirety of the payments to the LWDA and the Aggrieved Employees, including Plaintiff's Service Award, will be treated as civil penalties for purposes of IRS reporting. No withholding shall be made in relation to the payments to the Aggrieved Employees. Such payments shall be reported on the IRS Form 1099 Miscellaneous to each Aggrieved Employee, which shall be issued to each Aggrieved Employee by the Settlement Administrator at the same time the settlement checks are issued by the Settlement Administrator. All parties represent they have not received, and will not rely on, advice or representations from other parties or their agents regarding the tax treatment of payments under this Settlement.

E. Release

1. Aggrieved Employee Release: In exchange for the monetary consideration recited in this Settlement, upon the Effective Date, Plaintiff, on behalf of

1 himself and the State of California, and all Aggrieved Employees, fully and without
2 limitation release, covenant not to sue (in court or any other forum or tribunal), and forever
3 release, acquit, and discharge Great Wolf and the Released Parties from any and all claims,
4 causes of action, debts, liabilities, demands, damages, penalties, costs, and attorneys' fees
5 under the PAGA, known or unknown, based on or arising out of the Labor Code sections
6 alleged in Plaintiff's operative complaint or that could have been alleged based on the factual
7 and legal allegations in the PAGA Letter and/or the complaint in the Action including but not
8 limited to PAGA claims for Great Wolf's alleged failure to (1) pay Plaintiff and Aggrieved
9 Employees overtime wages; (2) pay Plaintiff and Aggrieved Employees all tip wages owed
10 from gratuity payments; (3) authorize and permit Plaintiff and Aggrieved Employees to take
11 meal and rest breaks to which they are entitled by law; (4) compensate Plaintiff and
12 Aggrieved Employees for all hours worked; (5) provide Plaintiff and Aggrieved Employees
13 accurate, itemized wage statements; (6) timely pay Plaintiff and Aggrieved Employees full
14 wages upon termination or resignation; and (7) remit the total proceeds from mandatory
15 service fee surcharges to non-managerial service workers like the Aggrieved Employees.
16 Without limiting the foregoing, Plaintiff, on behalf of himself and the State of California, and
17 all Aggrieved Employees, fully and without limitation release, covenant not to sue and
18 forever discharge Great Wolf and the Great Wolf Releasees, both individually and
19 collectively, from any and all claims, causes of action, debts, liabilities, demands, damages,
20 penalties, costs, and attorneys' fees, for penalties pursuant to the PAGA for the following
21 California Labor Code sections referenced in the PAGA Letter and/or the complaint in the
22 Action: 201-204, 225.5, 226, 226.3, 226.7, 227.3, 256, 351, 510, 512, 558, 1194, 2699 *et*
23 *seq.*, and 2802) (the "PAGA Released Claims"). The Judgment entered by the Court shall
24 have *res judicata* effect as to each aggrieved PAGA employee with respect to the PAGA
25 Released Claims.

26 2. Plaintiff's Service Award and Release: Subject to Court approval and the
27 execution of a general release in favor of the Released Parties, Great Wolf agrees to pay
28 Plaintiff a Service Award in an amount not to exceed Ten Thousand Dollars (\$10,000), to be

1 paid from the Gross Settlement Fund, in addition to his PAGA settlement payment as an
2 Aggrieved Employee under this Agreement.¹ If the Court approves a Service Award to
3 Plaintiff that is less than the amount sought, the remainder will be retained in the Net
4 Settlement Amount for distribution to the LWDA and Aggrieved Employees, and the general
5 release signed by Plaintiff shall remain in full effect.

6 (1) The Parties intend this payment to constitute a service payment in
7 consideration for Plaintiff's litigation efforts, and the work and time Plaintiff put into this
8 Action as an Aggrieved Employee Representative.

9 (2) The Service Award is also provided in consideration for Plaintiff's
10 willingness to provide a full general release. Plaintiff, upon the Effective Date, for himself
11 and for his heirs, assignees, executors, administrators, agents, and successors, past and
12 present (collectively, "Plaintiff's Affiliates"), fully and without limitation releases, covenants
13 not to sue (in court, arbitration or any other forum or tribunal), and forever discharges Great
14 Wolf and the Released Parties, both individually and collectively, from any rights, claims,
15 demands, liabilities, actions, causes of action, and grievances whether in law or in equity,
16 suits, damages, losses, attorneys' fees, costs, and expenses, of whatever nature whatsoever,
17 known or unknown, fixed or contingent, suspected or unsuspected, that Plaintiff or Plaintiff's
18 Affiliates now have, or may ever have had, against Great Wolf or the Released Parties, that
19 arise out of, or are in any way related to: (i) Plaintiff's employment by Great Wolf, including
20 the separation of his employment from Great Wolf; (ii) all of the facts, claims, contentions,
21 and allegations asserted by Plaintiff in Case No. 8:20-cv-00695-JLS-KE and Case No. 30-
22 2020-01141083-CU-OE-CXC, or that could arise from the facts contained therein; and (iii)
23 any acts or omissions by Great Wolf or any of the Released Parties occurring before Plaintiff
24 executes this Agreement ("Claims"). Plaintiff further covenants and agrees not to participate
25 in any further or future litigation against Great Wolf or the Released Parties for any Claims
26 that are premised, in whole or in part, upon facts, events, occurrences or omissions relating in

27 ¹ Great Wolf also agrees to pay Plaintiff a separate individual settlement payment for the
28 release of his individual Fair Labor Standards Act and California Labor Code claims, as
outlined in the separate individual settlement signed by the parties.

1 any way to Garcia's employment with Great Wolf.

2 (3) Through the general release, Plaintiff himself (and not on behalf of the
3 Aggrieved Employees) covenants not to sue (in court or any other forum or tribunal) and
4 shall release, acquit and discharge the Released Parties from any and all claims against the
5 Released Parties of any kind whatsoever (upon any legal or equitable theory whether
6 contractual, common law, constitutional, statutory, federal, state, local or otherwise), whether
7 known or unknown, that arose, accrued or took place at any time on or prior to the date on
8 which Plaintiff executed this Agreement. Through the full and general release discussed in
9 this Section, Plaintiff will expressly waive the benefit of Section 1542 of the California Civil
10 Code and acknowledges the language of Section 1542 of the California Civil Code, which
11 provides:

12 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
13 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT
14 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
15 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
16 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
17 DEBTOR OR RELEASED PARTY.

18 (4) Because the Service Award represents a payment to Plaintiff for
19 services to the Aggrieved Employees, and not wages, taxes will not be withheld from the
20 Representative Service Award. No Party has made any representation to Plaintiff regarding
21 the taxability of any Service Award. The Settlement Administrator will report the Service
22 Award on a 1099 form, which it will provide to the Representative and the pertinent taxing
23 authorities, as required by law.

24 (5) Plaintiff understands and agrees that he is waiving the right to any
25 monetary recovery in connection with any complaint or charge that Plaintiff may file with an
26 administrative agency, and if Plaintiff is awarded money damages, Plaintiff will assign to
27 Great Wolf his right and interest to such money damages, except with respect to any
28 monetary recovery under the Dodd-Frank Wall Street Reform and Consumer Protection Act

1 and the Sarbanes-Oxley Act of 2002. Without limiting the foregoing, Plaintiff agrees that the
2 foregoing release provisions waive claims he may have under any federal or state
3 employment discrimination law, including without limitation any claims he may have under
4 the California Fair Employment and Housing Act; the California Family Rights Act; the
5 Family and Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans
6 with Disabilities Act; the Age Discrimination in Employment Act; as well as claims arising
7 out of or related to violations of any other state or federal law, rule, or regulation including
8 the California Labor Code (including the Private Attorneys General Act [Labor Code section
9 2698 et seq.]), California's Wage Orders, the Employee Retirement Income Security Act, and
10 the California Business and Professions Code. The release of claims also releases and waives
11 claims for wrongful discharge, retaliatory discharge, interference with contractual relations,
12 personal, emotional or physical injury, fraud, defamation, libel, slander, misrepresentation,
13 violation of public policy, invasion of privacy, or any other statutory or common law theory
14 of recovery.

15 F. Dismissal.

16 Within seven (7) business days after the Effective Date, Plaintiff's counsel
17 shall provide a fully executed Request for Dismissal to Great Wolf's counsel to dismiss the
18 Action with prejudice in its entirety. The Parties agree that they will cooperate, through
19 counsel of record in the Action, to effectuate a dismissal of the Action with prejudice, and to
20 file such other papers as are necessary to terminate the Action against Great Wolf. The
21 Parties agree that all documents to be prepared and filed with the Court to effectuate
22 dismissal shall be reviewed and approved by both Parties.

23 G. Miscellaneous.

24 1. The parties agree to fully cooperate with each other to accomplish the
25 terms of this Agreement, including but not limited to executing such documents as may be
26 reasonably necessary to implement the terms of the Settlement.

27 2. The parties agree that the terms and conditions of this Agreement are
28 the result of lengthy, intensive, arm's-length negotiations between the parties and that this

1 Agreement shall not be construed in favor of or against any of the parties by reason of their
2 participation in the drafting of this Agreement.

3 3. This Agreement shall be subject to and governed by the laws of the
4 State of California and subject to the continuing jurisdiction of the Superior Court of
5 California for the County of Orange, which shall have authority to enforce all terms of this
6 Settlement.

7 4. This Agreement may not be changed, altered, or modified, except in
8 writing and signed by counsel for the parties and approved by the Court.

9 5. This Agreement contains the entire agreement between the parties
10 concerning the subject matter hereof and supersedes all prior and contemporaneous
11 agreements and understandings, whether oral or written.

12 6. This Agreement shall be binding upon and inure to the benefit of the
13 parties and their respective heirs, trustees, executors, administrators, successors and assigns.

14 7. This Agreement may be executed in counterparts.

15 8. Each person signing below warrants that he or she has the authority to
16 enter into this Agreement on behalf of the party or entity for which that person signs.

17 9. Should the release provisions of this Agreement, found in Section E,
18 be declared or be determined by any court of competent jurisdiction to be illegal, invalid, or
19 unenforceable, this Agreement will be null and void. However, the parties shall meet and
20 confer to negotiate and make reasonable efforts to address any issues relating to the release
21 raised by the Court in order to obtain the Court's approval. Should any other provision of this
22 Agreement be declared or be determined by any court of competent jurisdiction to be illegal,
23 invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts,
24 terms, or provisions shall not be affected thereby, and the illegal, unenforceable, or invalid
25 part, term, or provision shall be deemed not to be a part of this Agreement.

26 IN WITNESS WHEREOF, the parties and their counsel have caused this Agreement
27 to be executed as of _____ December 9, 2021.
28

Dated: 11/18, 2021



Andy Garcia

Dated: December 9, 2021

GREAT LAKES SERVICES, LLC

Signature: 

Title: Craig Johnson, Secretary

APPROVED AS TO FORM:

Dated: December 2, 2021

SCHNEIDER WALLACE
COTTRELL KONECKY LLP



Carolyn Hunt Cottrell

Caroline N. Cohen

Kristabel Sandoval

Attorneys for Plaintiff Andy Garcia, on behalf of
the State of California and Aggrieved Employees

Dated: December 9, 2021

JONES DAY



Liat L. Yamini

Attorneys for Defendant Great Lake Services, LLC

EXHIBIT 2

March 18, 2020

ELECTRONICALLY FILED

Attn: PAGA Administrator
Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612
PAGAfilings@dir.ca.gov

Re: Private Attorneys General Act of 2004 Notice

Employee: Andy Garcia

Employer: Centerbridge Partners, LP, The Blackstone Group Inc., Great Wolf Resorts Holdings, Inc.

To Whom It May Concern:

We represent Andy Garcia, who is a current employee of Centerbridge Partners LP, Great Wolf Resorts Holdings, Inc., The Blackstone Group Inc., and Great Wolf Lodge Water Park (“Defendants” or “Great Wolf”). We intend to file a Private Attorneys General Act (“PAGA”) complaint against Defendants on behalf of Mr. Garcia and all other similarly situated, hourly, non-exempt Defendants employees in California (the “Aggrieved Employees”). Pursuant to California Labor Code § 2699.3, we hereby provide notice of our clients’ intent to bring claims under California Labor Code § 2699(a) and (f).

Mr. Garcia and Aggrieved Employees are similarly situated current and former, hourly, non-exempt employees of Defendants in California. Mr. Garcia intends to file a complaint against Defendants on behalf of himself and other current and former non-exempt employees of Defendants who have been denied proper gratuity payments, minimum wages, proper overtime compensation, payment for all hours worked, compliant meal and rest breaks, and premium pay for non-compliant meal and rest breaks. Mr. Garcia will pursue claims pursuant to California Labor Code § 351 (gratuity violation), § 1194 (failure to pay minimum wage), § 510 (failure to pay overtime wages), § 204 (failure to compensate for all hours worked), § 226.7 and 512 (failure to provide compliant meal and rest periods), §§ 226 and 226.3 (failure to provide timely and compliant itemized wage statements), §§ 201-203, 225.5 and 256 (failure to timely pay all wages owed during employment and following separation from employment), § 2802 (failure to reimburse for necessary business expenditures); and California Business and Professions Code §§ 17200, *et seq.* (engaging in unfair business practices).

Mr. Garcia intends to state causes of action pursuant to California Labor Code §§ 2699(a) and (f) for civil penalties for violating the various California Labor Code provisions enumerated above. Pursuant to Section 2699(a), Mr. Garcia will seek civil penalties pursuant to each provision of the Code that provides for a civil penalty to be assessed and collected by the Labor and



Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, including but not limited to those Labor Code provisions referenced above, as well as Sections 225.5, 226.3, and 256 of the California Labor Code. To the extent a provision of the Labor Code does not provide for a civil penalty, Mr. Garcia will seek civil penalties pursuant to California Labor Code Section 2699(f). Defendants, at all relevant times, were employers who violated the rights of Mr. Garcia and other Aggrieved Employees by violating various sections of the California Labor Code as outlined in this letter.

Great Wolf Resorts is a chain of indoor water parks and resorts that operate under the Great Wolf Lodge brand. Great Wolf Resorts is owned, operated, or managed by Centerbridge Partners and Blackstone Group.

Mr. Garcia currently works for Defendants, and began working for them in approximately February 2018 at Defendants' Great Wolf Lodge Water Park in Garden Grove, California. Mr. Garcia is paid at an hourly rate of \$20 per hour. He is generally scheduled to work 8 hours per shift, 5 days per week, and an average of 40 hours per week.

Defendants charge their customers a mandatory "service fee" of 23%, which customers reasonably believe represents gratuity/tips for Mr. Garcia and the Aggrieved Employees. In reality, Mr. Garcia and Aggrieved Employees receive none of that service fee, with Defendants retaining the full amount. As a result, Mr. Garcia and Aggrieved Employees are denied all gratuity payments that customers reasonably believe would be paid to these service workers. Defendants and their non-service worker employees improperly keep the gratuity that customers believe to be left for or given to Mr. Garcia and Aggrieved Employees.

Defendants require Mr. Garcia and the Aggrieved Employees to work over eight hours per day, but deny them proper compensation and proper meal and rest breaks. In particular, Defendants require Aggrieved Employees' to manually clock out for unpaid meal periods, but often the Aggrieved Employees will remain on-duty and perform services during those unpaid meal periods. This results in Defendants regularly failing to provide Aggrieved Employees with timely, legally compliant meal and rest breaks. Aggrieved Employees' meal periods are regularly interrupted, subject to interruption, and there are regularly no other employees at the location to provide break relief. In the off chance that Mr. Garcia and the Aggrieved Employees are given a meal break, it is routinely provided after the end of the fifth hour of work. Moreover, Mr. Garcia and the Aggrieved Employees are required to remain on call during their meal and rest breaks, and must remain available to communicate with other Defendants employees. Indeed, the meal and rest breaks for the Aggrieved Employees are regularly interrupted as a result of their on-duty status and the calls to return to work that they receive. When Mr. Garcia and the Aggrieved Employees experience untimely or interrupted meal and rest breaks, or do not receive these breaks at all, Defendants fails to pay them the required premium pay.

Defendants also deny Mr. Garcia and the Aggrieved Employees proper compensation for all hours worked. Mr. Garcia and Aggrieved Employees are not paid for work after eight hours, even though they regularly work over eight hours per shift. Indeed, Mr. Garcia is regularly directed by Defendants to clock out and spend at least 15 to 30 minutes locking doors, turning off lights, cleaning, mopping/sweeping, taking out garbage, and other similar "clean up" work at the end of



his shift, while he is off the clock. Defendants further require Mr. Garcia and the Aggrieved Employees to work off-the-clock while they perform work when they are clocked out for meal periods. The work beyond eight hours goes unrecorded and uncompensated, even though it should be compensated at overtime rates under California law, giving rise to minimum wage and overtime violations.

Mr. Garcia and the Aggrieved Employees experience a number of derivative issues from these wage and hour practices, including but not limited receiving incorrect wage statements and not receiving all pay owing to them during and at the end of their employment. Compensation for off-the-clock work and premium pay for missed breaks remains outstanding after termination.

Mr. Garcia is represented by Schneider Wallace Cottrell Konecky LLP ("SWCK"), a law firm based in Emeryville, California. SWCK has extensive experience in the successful litigation and resolution of employment and representative actions nationwide. A description of the work, mission, and credentials of the firms can be found at www.schneiderwallace.com. Mr. Garcia and her counsel are committed to zealously pursuing redress on behalf of the State of California and all other similarly situated employees for the violations and civil penalties set forth above.

Sincerely,

SCHNEIDER WALLACE
COTTRELL KONECKY LLP

/s/ Carolyn H. Cottrell

CAROLYN H. COTTRELL
Attorney at Law

CC via certified mail:

Great Wolf Resorts Holdings, Inc.
c/o Cogency Global Inc.
1325 J Street, Suite 1550
Sacramento, California 95814

The Blackstone Group Inc.
c/o The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801



Attn: PAGA Administrator
Labor and Workforce Development Agency
March 18, 2020
Page 4 of 4

Centerbridge Partners, L.P.
c/o C T Corporation System
818 West Seventh Street, Suite 930
Los Angeles, California 90017

EXHIBIT 3

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Re: *Andy Garcia, on behalf of the State of California and Aggrieved Employees v. Great Lakes Services, LLC.*

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed is your payment from the settlement of a lawsuit entitled *Andy Garcia, on behalf of the State of California and Aggrieved Employees v. Great Lakes Services, LLC*, California Superior Court, County of Orange, Case No. 30-2020-01141083-CU-OE-CXC (the “Lawsuit”). That case was filed against Great Lakes Services, LLC (“Great Wolf”) pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (“PAGA”). The complaint was brought on behalf of the State of California and Great Wolf’s non-exempt hourly employees in California. You have been identified as one of the employees covered by the Lawsuit. The Plaintiff in the case, Andy Garcia, claimed that Great Wolf owed penalties pursuant to the PAGA for certain California Labor Code violations. Great Wolf denies that it violated any law, or that it owes any penalties. The parties agreed to resolve the case, and as part of that settlement, Great Wolf agreed to pay a certain amount of money categorized as PAGA penalties. Great Wolf vigorously disputes that any PAGA penalties are due, but nonetheless has agreed to resolve the claims raised in the Lawsuit without further court action.

The Court approved the settlement on **[INSERT DATE OF SETTLEMENT APPROVAL]**. Under California law, any settlement of a PAGA case results in 75% of the awarded PAGA penalty being paid to the State of California and 25% of the penalty being paid to the alleged Aggrieved Employees who worked during the applicable period. You are receiving a payment as your share of the settlement.

Payments were calculated and apportioned based on the number of Workweeks¹ an Aggrieved Employee worked during the PAGA Recovery Period.² Specific calculations of individual payments were made as follows:

- a. The settlement administrator calculated the number of workweeks worked by each Aggrieved Employee (“Individual Workweeks”) during the PAGA Recovery Period, the amount to be paid per workweek, and the individual payments to eligible Aggrieved Employees.
- b. Defendant’s pay period data will be presumed correct, unless a particular Aggrieved Employee proves otherwise to the settlement administrator by credible evidence.
- c. The payment to each Aggrieved Employee was determined as follows:

The settlement administrator calculated the total number of workweeks for the entire group of Aggrieved Employees. To account for the additional penalties relating to the underlying Labor Code § 351 allegations, the Individual Workweeks for Aggrieved Employees whose title was Banquet Server, Banquet Bartender, and Banquet Captain at any time during the PAGA Recovery

¹ “Workweek” means a 7-day week, beginning on Sunday and ending on Saturday, during which an Aggrieved Employee employed by Great Wolf received compensation for regular hours during the PAGA Recovery Period.

² “PAGA Recovery Period” is the period between March 22, 2019 and the Effective Date. Effective Date” means the 61st day following entry of the Judgment if no appeal is filed, or if an appeal is filed, the date the appeal is dismissed or denied and is no longer subject to appellate review.

Period, were weighted. The settlement administrator multiplied the number of Individual Workweeks initially calculated for each of these individuals by 2.0. (For example, if an aggrieved employee held the title of Banquet Server, Banquet Bartender, or Banquet Captain during the PAGA Recovery Period and worked ten (10) workweeks, the Settlement Administrator multiplied 10 workweeks by a multiplier of 2.0 for the purposes of calculating the Workweek Value and calculated his or her individual payment.)

The settlement administrator divided the 25% of the Net Settlement Amount³ by the total number of workweeks (as weighted, based on the above explanation), resulting in the Workweek Value.

The settlement administrator multiplied the Workweek Value by the number of workweeks worked by each Aggrieved Employee (including the weighted workweeks), to determine the payment to each Aggrieved Employee.

You have 180 days to cash the settlement check. You will receive a tax form 1099 for the check. You may also contact the Settlement Administrator, Simpluris, at [phone number], [mailing address/PO Box] with questions or to submit evidence to dispute the number of workweeks cited above.

In exchange for these payments, the settlement releases claims for civil penalties alleged in the complaint under PAGA for the period of March 22, 2019, through [INSERT DATE OF SETTLEMENT APPROVAL], including claims for overtime wages, tip wages, meal and rest breaks, wage statements, waiting time penalties, and mandatory service charges pursuant to the following California Labor Code sections: 201-204, 225.5, 226, 226.3, 226.7, 227.3, 256, 351, 510, 512, 558, 1194, 2699 *et seq.*, and 2802. By way of this settlement, you are not releasing any claims you may have for damages.

To view the entirety of the Settlement Agreement, including its defined terms, you may visit <https://ocjustice.occourts.org/civilwebShoppingNS/Search.do#searchAnchor>, enter the Case No. 30-2020-01141083-CU-OE-CXC and year filed 2020, and review the entire public docket of this Lawsuit.

³ “Net Settlement Fund” and/or “Net Settlement Amount” mean the Gross Settlement Fund less the Attorneys’ Fees and Costs, the Settlement Administrator Costs, and Plaintiff’s Service Award—the remaining amount wherein 75% shall be paid to the LWDA and 25% will be remitted to the Aggrieved Employees.

EXHIBIT 4

Garcia, Andy v. Great Wolf Resorts Holdings, Inc. et al. (Orange County - PAGA)

TIME KEEPER	RATE	TIME	CHARGES
Partners			
Cottrell, Carolyn (CMH)	\$1,005	12.00	\$12,060.00
Of Counsel / Associates			
Cohen, Caroline (CNC)	\$830	94.50	\$78,435.00
Craig, Christopher (CXC)	\$680	.90	\$612.00
Gordon, Scott (SLG)	\$690	10.70	\$7,383.00
Hecht, Ryan (RMH)	\$690	6.20	\$4,278.00
Hogg, William (WMH)	\$775	2.70	\$2,092.50
Johnson, Kenneesha (KAJ)	\$680	10.70	\$7,276.00
Jrade, Moises (MXJ)	\$680	10.50	\$7,140.00
Sandoval, Kristabel (KXS)	\$690	141.90	\$97,911.00
Law Clerks / Paralegals			
Barnett, Thomas (TRB)	\$350	1.10	\$385.00
Bonilla Castaneda, Amelia (AGB)	\$450	2.00	\$900.00
Castro, Lourdes (LEC)	\$325	2.60	\$845.00
Christopher, Lonnie (LRC)	\$275	2.60	\$715.00
Hermann, Ashley (AZH)	\$450	6.50	\$2,925.00
King-Cash, Sarah (SKC)	\$450	17.40	\$7,830.00
Okeke, Onyebuchi (OJO)	\$400	20.80	\$8,320.00
Price, Sarah (SQP)	\$325	3.30	\$1,072.50
Rawlinson, Ruby (RVR)	\$300	16.70	\$5,010.00
Smith, Tyler (TBS)	\$475	15.60	\$7,410.00
Winter, Kelle (KJW)	\$450	1.70	\$765.00
Yasay, Vincent (VCY)	\$450	4.90	\$2,205.00
Grand Total		385.30	\$255,570

EXHIBIT 5

CASE COSTS

Garcia, Andy v Great (Orange PAGA)

Matter No. 102100

Date: 12/15/21

DATE	VENDOR	DESCRIPTION	AMOUNT
06/04/2020	One Legal LLC (Info Track)	Complaint,Civil Case Cover Sheet,Summons Issued and Filed	\$ 1,494.56
06/10/2020	One Legal LLC (Info Track)	Summons Issued and e-filed :Court Technology Access Fee + eFiling Charge	\$ 12.20
06/12/2020	One Legal LLC (Info Track)	Process Serving - One Day : COMPLAINT FOR PENALTIES PURSUANT TO SECTIC	\$ 130.00
06/15/2020	One Legal LLC (Info Track)	Proof of Service of 30-day Summons & Complaint - Personal :Court Technology Acce	\$ 12.20
06/16/2020	One Legal LLC (Info Track)	Company Serve - Centerbridge Partners LP:COMPLAINT FOR PENALTIES PURSUA	\$ 40.00
06/17/2020	One Legal LLC (Info Track)	Proof of Service of 30-day Summons & Complaint - Personal : Court Technology Acce	\$ 12.20
06/17/2020	One Legal LLC (Info Track)	Company Serve - The Blackstone Group Inc. : Process Serving - Two Day + Process :	\$ 225.00
06/30/2020	Superior Court of California Orange	Advance Jury Fees	\$ 150.00
07/01/2020	One Legal LLC (Info Track)	Proof of Service of 30-day Summons & Complaint - Personal	\$ 12.20
09/17/2020	CourtCall, LLC (Paid by CC)	David C Leimbach : Case Management Conference, Friday, Thursday, September 24t	\$ 94.00
09/17/2020	CourtCall, LLC (Paid by CC)	Kristabel Sandoval : Case Management Conference, Friday, Thursday, September 24t	\$ 94.00
11/20/2020	One Legal LLC (Info Track)	Notice of Change of Electronic Service Address	\$ 19.20
12/02/2020	RELX Inc DBA LexisNexis	Document Retrieval - Period: 11/01/20 thru 11/30/20	\$ 0.83
12/31/2020	102100 - Garcia, Andy v Great(Orar	Postage: 01/01/2020 - 12/31/2020	\$ 13.80
01/01/2021	RELX Inc DBA LexisNexis	Document Retrieval - Period: 12/01/20 thru 12/31/20	\$ 2.58
01/21/2021	CourtCall, LLC (Paid by CC)	Remote Appearance: Caroline N Cohen	\$ 94.00
01/21/2021	CourtCall, LLC (Paid by CC)	Remote Appearance: Kristabel Sandoval	\$ 94.00
01/29/2021	RELX Inc DBA LexisNexis	Document Retrieval - Period: 01/01/2021 - 01/31/2021	\$ 23.42
02/10/2021	DVR Enterprises Inc	01/26/21 Certified Transcripts of Andy Garcia - No Split	\$ 1,080.00
03/01/2021	RELX Inc DBA LexisNexis	Document Retrieval - Period: 02/01/2021 - 02/28/2021	\$ 6.89
03/30/2021	JAMS, Inc.	3/30/21 Mediation Filing Fee - No Split	\$ 5,450.00
04/01/2021	RELX Inc DBA LexisNexis	Document Retrieval - Period: 03/01/2021 - 03/31/2021	\$ 1.74
04/05/2021	One Legal LLC (Info Track)	Stipulation and Order, Proposed Stipulation and Order - No Split	\$ 34.25
04/30/2021	One Legal LLC (Info Track)	Application and Order	\$ 14.25
05/06/2021	One Legal LLC (Info Track)	Stipulation and Order,Proposed Stipulation and Order	\$ 34.25
05/17/2021	CourtCall, LLC (Paid by CC)	Remote Appearance: Caroline N Cohen	\$ 94.00
05/17/2021	CourtCall, LLC (Paid by CC)	Remote Appearance: Kristabel Sandoval	\$ 94.00
05/17/2021	One Legal LLC (Info Track)	Joint Statement	\$ 14.25
06/02/2021	RELX Inc DBA LexisNexis	Document Retrieval - Period: 05/01/2021 - 05/31/2021	\$ 3.53
06/28/2021	One Legal LLC (Info Track)	Notice of Settlement - No Split	\$ 14.25
07/01/2021	RELX Inc DBA LexisNexis	Document Retrieval - Period: 06/01/2021 - 06/30/2021	\$ 104.15
08/01/2021	RELX Inc DBA LexisNexis	Document Retrieval - Period: 07/01/2021 - 07/31/2021	\$ 4.05
08/23/2021	One Legal LLC (Info Track)	Joint Statement - No Split	\$ 14.25
12/31/2021	SWCK	CA - Reclass Postage to Case Costs (2021)	\$ 2.32
			\$ 9,490.37

EXHIBIT 6

Amelia G. Bonilla Castaneda

From: FormAssembly <no-reply@formassembly.com> on behalf of DIR PAGA Unit
<lwdadonotreply@dir.ca.gov>
Sent: Monday, December 20, 2021 11:30 AM
To: Amelia G. Bonilla Castaneda
Subject: Thank you for your Proposed Settlement Submission

12/20/2021 11:29:39 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: <https://protect-us.mimecast.com/s/rohOCG6AWRSmYnYcKzsOZ>



December 20, 2021

ELECTRONICALLY FILED

Attn: PAGA Administrator
Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612
PAGAFilings@dir.ca.gov

Re: *Garcia, Andy v. Great Wolf Resorts Holdings, Inc. et al.*
Superior Court of California County of Orange, Case No. 30-2020-01141083-CU-OE-CXC
LWDA Case No. LWDA-CM-779042-20

Dear PAGA Administrator:

We represent Andy Garcia in the above-entitled action. On March 18, 2020, our office provided notice to the LWDA by sending a letter to the PAGA Administrator of the intent to file a lawsuit on behalf of Andy Garcia.

The action was filed in the Superior Court of California County of Orange, Case No. 30-2020-01141083-CU-OE-CXC, on May 26, 2020.

The parties in this case have reached settlement. A copy of the Settlement Agreement is attached hereto as Attachment 1. Approval papers are forthcoming.

Sincerely,

SCHNEIDER WALLACE
COTTRELL KONECKY LLP

CAROLINE N. COHEN

Attorney at Law

Encl.



State of California
Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".
[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *

Superior Court of Californi

Court Case Number *

30-2020-01141083-CU-(

Hearing Date (if any)

Hearing Time

Hearing Location

Number of aggrieved employees *

1100

Gross settlement amount *

715,000.00

Gross penalty amount *

451,235.00

Penalties to LWDA *

338,426

Date of proposed settlement *

12/20/2021

Proposed Settlement and Other Documents

Proposed Settlement *

 Garcia v. Grea...executed).pdf

Other Attachment (if any)

 Letter to LWD...t_ 211220.pdf[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☐ I understand that, if I file, I must comply with the redaction rules consistent with this notice.