

Carolyn Hunt Cottrell (SBN 166977)
Caroline N. Cohen (SBN 278154)
Kristabel Sandoval (SBN 323714)
SCHNEIDER WALLACE
COTTRELL KONECKY LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608
Tel: (415) 421-7100; Fax: (415) 421-7105
ccottrell@schneiderwallace.com
ccohen@schneiderwallace.com
ksandoval@schneiderwallace.com

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

[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

1 Laura Fleming, Bar No. 219287
E-Mail: lf@paynefears.com
2 Philip K. Lem, Bar No. 282480
E-Mail: pkl@paynefears.com
3 Megan A Mackie, Bar No. 325004
E-Mail: mam@paynefears.com
4 PAYNE & FEARS LLP
4 Park Plaza, Suite 1100
5 Irvine, California 92614
Telephone: (949) 851-1100
6 Facsimile: (949) 851-1212

7 Liat L. Yamini (SBN 251238)
JONES DAY
8 555 South Flower Street, 50th Floor
Los Angeles, California 90071.2300
9 Telephone: 1.213.489.3939
Facsimile: 1.213.243.2539
10 Email: lyamini@jonesday.com

11 *Attorneys for Defendant Great Lakes Services, LLC*
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 SETTLEMENT AGREEMENT

2 This Settlement Agreement of Representative Action under California Labor Code
3 Private Attorneys General Act is entered into on February 23, 2022, 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 at The Great Wolf Lodge located in Garden Grove, California at any time during the period
24 between March 22, 2019 to January 14, 2022.

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

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

1 6. “Judgment” is the order and judgment approving the Settlement in the
2 Action. An order approving the Settlement shall function as a judgment for purposes of Code
3 of Civil Procedure Sections 577-579.

4 7. “LWDA” means the California Labor Workforce Development
5 Agency.

6 8. “PAGA Recovery Period” is the period between March 22, 2019 and
7 January 14, 2022 .

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

12 10. “Plaintiff” is plaintiff Andy Garcia.

13 11. “Plaintiff’s Counsel” is Schneider Wallace Cottrell Konecky LLP.

14 12. “Settlement” is the settlement set forth in this Agreement.

15 13. “Settlement Administrator” is Simpluris.

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

19 15. “Great Wolf” is defendant Great Lakes Services, LLC.

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

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

1 18. “Service Award” means the payment to Named Plaintiff Andy Garcia
2 for his efforts in bringing and prosecuting this matter. The Service Award will not exceed
3 Ten Thousand Dollars and zero cents (\$10,000.00).

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

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

14 B. Monetary Consideration.

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

21 C. Approval Procedure.

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

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

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

28 b. Plaintiff’s Counsel will move for an award of Attorneys’ Fees

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

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

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

18 D. Distribution.

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

1 2. No later than ten (10) calendar days after the Effective Date, Great Wolf will
2 email the Settlement Administrator an electronic spreadsheet containing, to the extent
3 reasonably ascertainable by Great Wolf, for each Aggrieved Employee, his or her name, last-
4 known address and/or telephone number, social security number, dates of employment,
5 whether he or she worked Banquets (i.e., performed work as a Banquet Server, Banquet
6 Bartender, and/or Banquet Captain), and number of workweeks worked during the PAGA
7 Recovery Period. Promptly after receiving it, the Settlement Administrator will run the
8 Aggrieved Employees' addresses through the U.S. Postal Service's National Change of
9 Address database.

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

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

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

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

1 payments to eligible Aggrieved Employees.

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

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

1 draft the communication to Aggrieved Employees. If any settlement check is returned as
2 undeliverable, the Settlement Administrator will use reasonable skip-trace methods to locate
3 a new address.

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

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

28 E. Release

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

28 2. Plaintiff's Service Award and Release: Subject to Court approval and the

1 execution of a general release in favor of the Released Parties, Great Wolf agrees to pay
2 Plaintiff a Service Award in an amount not to exceed Ten Thousand Dollars (\$10,000), to be
3 paid from the Gross Settlement Fund, in addition to his PAGA settlement payment as an
4 Aggrieved Employee under this Agreement.¹ If the Court approves a Service Award to
5 Plaintiff that is less than the amount sought, the remainder will be retained in the Net
6 Settlement Amount for distribution to the LWDA and Aggrieved Employees, and the general
7 release signed by Plaintiff shall remain in full effect.

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

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

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 in any further or future litigation against Great Wolf or the Released Parties for any Claims
2 that are premised, in whole or in part, upon facts, events, occurrences or omissions relating in
3 any way to Garcia's employment with Great Wolf.

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

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

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

26 (5) Plaintiff understands and agrees that he is waiving the right to any
27 monetary recovery in connection with any complaint or charge that Plaintiff may file with an
28 administrative agency, and if Plaintiff is awarded money damages, Plaintiff will assign to

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

17 F. Dismissal.

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

25 G. Miscellaneous.

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

1 2. The parties agree that the terms and conditions of this Agreement are
2 the result of lengthy, intensive, arm's-length negotiations between the parties and that this
3 Agreement shall not be construed in favor of or against any of the parties by reason of their
4 participation in the drafting of this Agreement.

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

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

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

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

16 7. This Agreement may be executed in counterparts.

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

19 9. Should the release provisions of this Agreement, found in Section E,
20 be declared or be determined by any court of competent jurisdiction to be illegal, invalid, or
21 unenforceable, this Agreement will be null and void. However, the parties shall meet and
22 confer to negotiate and make reasonable efforts to address any issues relating to the release
23 raised by the Court in order to obtain the Court's approval. Should any other provision of this
24 Agreement be declared or be determined by any court of competent jurisdiction to be illegal,
25 invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts,
26 terms, or provisions shall not be affected thereby, and the illegal, unenforceable, or invalid
27 part, term, or provision shall be deemed not to be a part of this Agreement.
28

1
2 IN WITNESS WHEREOF, the parties and their counsel have caused this Agreement
3 to be executed as of February 23, 2022, 2022.

4
5 Dated: 02 / 17, 2022



Andy Garcia

6
7 Dated: _____, 2022

GREAT LAKES SERVICES, LLC

8
9 Signature: _____

10 Title: _____
11
12

13 APPROVED AS TO FORM:

14
15 Dated: February 18, 2022

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

16
17
18
19
20
21 Dated: _____, 2022

JONES DAY

22
23
24 _____
Liat L. Yamini

Attorneys for Defendant Great Lake Services, LLC

1
2 IN WITNESS WHEREOF, the parties and their counsel have caused this Agreement
3 to be executed as of February 23, 2022, 2022.

4
5 Dated: _____, 2022

6 _____
Andy Garcia

7 Dated: February 23, 2022

8 GREAT LAKES SERVICES, LLC

9
10 Signature: 

11 Title: Secretary

12
13 APPROVED AS TO FORM:

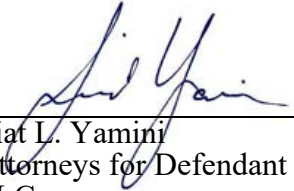
14
15 Dated: _____, 2022

16 SCHNEIDER WALLACE
COTTRELL KONECKY LLP

17
18 _____
Carolyn Hunt Cottrell
19 Caroline N. Cohen
Kristabel Sandoval
20 Attorneys for Plaintiff Andy Garcia, on behalf of
the State of California and Aggrieved Employees

21 Dated: February 23, 2022

22 JONES DAY

23
24 
Liat L. Yamini
25 Attorneys for Defendant Great Lakes Services,
LLC
26
27
28