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8 Attorneys for Plaintiff Norman Esakhani
and Proposed Class Counsel
9

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF STANISLAUS**
12

13 NORMAN ESAKHANI, on behalf of
himself and all "aggrieved employees"
14 pursuant to Labor Code § 2698 *et seq.*,

15 Plaintiff,

16 v.

17 CENTRAL VALLEY GAMING, LLC, a
California limited liability company, and
18 DOES 1 through 10, inclusive,

19 Defendants.
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CASE NO: 2020667

Assigned to the Hon. Timothy W. Salter, Dept. 22

CLASS ACTION

**DECLARATION OF DANIEL F. GAINES IN
SUPPORT OF UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: November 2, 2017

Time: 8:30 a.m.

Dept.: 22

Action Filed: June 28, 2016

1 I, DANIEL F. GAINES, hereby declare and state as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of California. I
3 am a shareholder of Gaines & Gaines, APLC, counsel for Plaintiff Norman Esakhani
4 ("Esakhani" or "Plaintiff") and proposed Class Counsel in this action. I have personal
5 knowledge of the facts set forth herein and if called as a witness to testify to them, I could and
6 would do so competently.

7 **Education and Experience:**

8 2. I obtained my BS degree from the University California at Berkeley in 2003. I
9 majored in Business Administration at the Haas School of Business.

10 3. Thereafter, I attended the University of Virginia School of Law. At Virginia, I
11 was a member of the editorial board of the Virginia Tax Review. I was also the recipient of the
12 Lacy Armour Scholarship, awarded to recognize academic excellence. At Virginia, I focused
13 my studies on tax and real estate. I earned my JD and became a member of the California Bar in
14 2007.

15 4. Since becoming a member of the Bar, I have practiced law with my partner/father,
16 Kenneth, at Gaines & Gaines, APLC. Our practice specializes in litigation, with an emphasis in
17 business, real estate, and employment disputes like this one. Over 75% of my practice is
18 devoted to complex employment litigation similar to the instant action.

19 5. My firm has represented employees in complex employment matters such as this
20 one, with an emphasis in wage and hour issues. I have participated in and have been certified as
21 class counsel in dozens of class action matters since my admission to the Bar. A list of the cases
22 in which I have been appointed as class counsel is attached hereto as **Exhibit A**.

23 **Factual and Procedural Background:**

24 6. Plaintiff complied with the administrative exhaustion requirements of the Labor
25 Code Private Attorneys General Act (Labor Code section 2698 *et seq.*, "PAGA") on or about
26 May 11, 2016 in a letter to the Labor and Workforce Development Agency ("LWDA") and
27 Defendant stating facts and theories against Defendant for, among other things, (1) failure to
28 provide meal and rest periods or compensation in lieu thereof (Labor Code §§ 226.7, 512); (2)

1 failure to issue accurate wage statements (Labor Code § 226(a)); and (4) failure to timely pay
2 wages due at separation of employment (Labor Code §§ 201-203).

3 7. On June 28, 2016, Plaintiff filed a Complaint against Defendant which asserted
4 claims for (1) failure to provide meal and rest periods or compensation in lieu thereof (Labor
5 Code §§ 226.7, 512); (2) failure to issue accurate wage statements (Labor Code § 226(a), (e),
6 (h)); (3) failure to timely pay wages due at separation of employment (Labor Code §§ 201-203);
7 (4) unfair competition (Business & Professions Code § 17200 *et seq.*); and (5) PAGA penalties
8 premised on violations of Labor Code §§ 201-203, 226(a), 226.7, 512 and 1198.

9 8. On August 23, 2017, by stipulation of the Parties, Plaintiff filed a First Amended
10 Complaint which added a claim for the unlawful withholding of gratuities, in contravention of
11 Labor Code § 351, under Business & Professions Code 17200 *et seq.*, PAGA and other theories.

12 9. After the Action commenced, the Parties exchanged a significant amount of formal
13 and informal written discovery and entered into settlement discussions. The parties engaged in
14 conferences regarding Plaintiff's claims, the value of those claims (if any), and Defendant's
15 defenses to those claims. Plaintiff took the deposition of Defendant's designated representatives
16 and Defendant took Plaintiff's deposition.

17 10. The Class Representative contends that Defendant violated the California Labor
18 Code and that this case is appropriate for class certification.

19 11. Defendant denies any liability or wrongdoing of any kind associated with the
20 claims alleged in the Action, and further denies that the Action is appropriate for class treatment
21 for any purpose other than this settlement. Defendant contends that it has complied at all times
22 with the California Labor Code. It is Defendant's position that, if this case were to be litigated,
23 class certification would be inappropriate because Plaintiff is not an adequate class
24 representative, the Plaintiff's claims are not typical of putative class members, and individual
25 issues predominate over class issues. The Action, the negotiation and execution of this
26 Settlement Agreement, and all acts performed or documents executed pursuant to or in
27 furtherance of the Settlement Agreement (i) shall not be used as an admission or evidence of
28 wrongdoing on behalf of Defendant; (ii) shall not be an admission or evidence of fault on behalf

1 of Defendant in any action before a civil, criminal, or administrative agency; and (iii) shall not
2 be deemed to be, and may not be used as, an admission or evidence of the appropriateness of
3 these or similar claims for class certification in the Action or with respect to any other
4 proceeding.

5 12. My colleagues and I have conducted a thorough investigation into the facts and
6 law during the prosecution of this class action case, including the exchange of extensive
7 discovery and the review and verification of statistical data and other facts and information
8 provided by Defendant. My colleagues and I have investigated the applicable law as applied to
9 the facts discovered regarding the alleged claims of Plaintiff and potential defenses thereto, and
10 the damages claimed by Plaintiff.

11 13. On May 17, 2017, the Parties participated in a mediation with respected mediator
12 and jurist Hon. Hurl Johnson (Stanislaus County Sup. Ct., Ret.). The basic terms of this
13 settlement agreement were reached at the end of this settlement conference. The parties
14 thereafter jointly prepared the Settlement Agreement and Release of Claims ("Stipulation" or
15 "Settlement Agreement"). A true correct copy of the Settlement Agreement is attached hereto as
16 Exhibit B.

17 **Class Counsel's Assessment of the Fairness of the Settlement and the Risks of Continued**
18 **Litigation:**

19 14. Based on our independent investigation and evaluation, my colleagues and I
20 believe that settlement for the consideration and on the terms set forth in this Settlement
21 Agreement is fair, reasonable, and adequate and is in the best interest of the Settlement Class in
22 light of all known facts and circumstances, including the risk of significant delay, the risk the
23 Settlement Class will not be certified by the Court, and the defenses asserted by Defendant.

24 15. My office has conducted a thorough investigation into the facts and law during the
25 prosecution of this class action case, including the exchange of extensive informal discovery and
26 the review and verification of statistical data and other facts and information provided by
27 Defendants. My office has investigated the applicable law as applied to the facts discovered
28

1 regarding the alleged Claims of Plaintiff and potential defenses thereto, and the damages claimed
2 by Plaintiff.

3 16. Prior to settlement, my office created a comprehensive damage analysis using an
4 expert's analysis of time and wage records and sampling information obtained through informal
5 discovery. This damage analysis reveals that the negotiated settlement falls within a realistic
6 range of recovery on class members' claims.

7 17. Plaintiff seeks the recovery of missed meal period premium wages. In the Action,
8 Defendant allegedly failed to pay Plaintiff and Class Members premium wages for missed and
9 denied 30-minute meal periods for every five hours of work. An employer must pay an
10 employee one hour of pay at the employee's regular rate of compensation for each workday that
11 a meal period is not properly provided. Defendant allegedly failed to do so and therefore has
12 violated Labor Code §§ 226.7 and 512.

13 18. Defendant, however, maintains numerous defenses to this claim, including but not
14 limited to compliant meal period practices and policies. Based on Plaintiff's expert's analysis of
15 time and wage records, the maximum value of this claim is \$84,820, prior to discounting it for
16 risk of loss.

17 19. Plaintiff also seeks the recovery of missed rest period premium wages. In the
18 Action, Defendant allegedly failed to pay Plaintiff and Class Members premium wages for
19 missed and denied 10-minute rest periods for every four hours of work. An employer must pay
20 an employee one hour of pay at the employee's regular rate of compensation for each workday
21 that a rest period is not properly provided. Defendant allegedly failed to do so and therefore has
22 violated Labor Code § 226.7.

23 20. Defendant, however, maintains numerous defenses to this claim, including but not
24 limited to compliant rest period practices and policies.

25 21. Plaintiff estimates that this claim, discounted for risk of loss, is valued at no more
26 than \$100,000, and perhaps far less, on the basis that Defendant maintained legally complaint
27 rest period policies, it staggered employees' shifts to ensure rest breaks could be taken, and the
28 likelihood of class certification on this claim was not high.

1 22. Plaintiff also sought penalties for non-compliant wage statements, waiting time,
2 and pursuant to PAGA, amounting to slightly over \$850,000. Plaintiff, however, faced the risk
3 that because these are derivative claims (e.g., Plaintiff must prevail on his underlying unpaid
4 wage claims to prevail on these penalty claims), he would not recover on these claims at all.
5 Moreover, these claims are subject to independent defenses of their own. For example, the
6 Court could use its discretion to reduce or eliminate the PAGA penalty award entirely, or could
7 find that the requisite "injury" was not shown in order to recover on the wage statement claim
8 (pursuant to Labor Code section 226(e)). It could also decline to award any waiting time
9 penalties based on a good faith defense proffered by Defendant and based on new applicable law
10 which holds that waiting time penalties cannot be recovered based on a failure to provide meal
11 and rest break premium pay.

12 23. Defendant strongly contends that its policies do not violate any laws. Defendant
13 contends its wage payment policies are fully compliant with California law.

14 24. When the costs and risks of non-certification and loss on the merits are considered,
15 my colleagues and I believe that the settlement reached is clearly a favorable one.

16 25. The settlement for each participating Class Member is fair, reasonable and
17 adequate, given the inherent risk of litigation, the risk relative to class certification and the costs
18 of pursuing such litigation. The settlement shall finally resolve all claims of the Class Members
19 as alleged in the Action.

20 **PAGA Compliance:**

21 26. At the same time Plaintiff is filing this motion, he is submitting a copy of the
22 motion and the Settlement Agreement to the LWDA, as required by PAGA.

23 **Certification Requirements:**

24 27. To date, no class has been certified. The Stipulation of Settlement contains a
25 provision pursuant to which we stipulate to the Court's provisional certification of the Settlement
26 Class, but do so for purposes of this settlement only.

27 28. The proposed Settlement Class is ascertainable. In this case, the Class Members
28 are identifiable from Defendant's employment and payroll records. Further, the Settlement

1 Class is sufficiently numerous to warrant certification. According to Defendant's records, the
2 Settlement Class is comprised of approximately 200 employees.

3 29. The Class Members' claims all stem from a common source: members of the
4 Settlement Class allege that Defendant violated the same Labor Code provisions in connection
5 with their employment in related job positions. All members of the Settlement Class seek the
6 same relief under the same California laws. Under these circumstances, the commonality
7 requirement is satisfied for purposes of certifying the Settlement Class and its subclasses for
8 settlement purposes.

9 30. In this case, named Plaintiff and proposed Class Representative Norman Esakhani
10 is a former non-exempt employee employed by Defendant in California. He contends that
11 Defendant failed to provide meal periods, failed to provide rest periods, failed to issue properly
12 itemized wage statements to their California non-exempt employees, unlawfully withheld
13 gratuities, and failed to timely pay all wages due upon separation of employment. For these
14 violations, Plaintiff seeks damages and civil and statutory penalties. He has the same claims as
15 those that the members of the Settlement Class would reasonably be expected to bring based on
16 the course of conduct alleged herein.

17 31. Plaintiff Esakhani has also demonstrated that he will aggressively and competently
18 assert the interests of the proposed Settlement Class; he has taken an active role in this litigation
19 and has no apparent conflicts with other Class Members.

20 I declare, under penalty of perjury, under the laws of the State of California, that the
21 foregoing is true and correct. Executed this 5th day of September, 2017 at Calabasas, California.

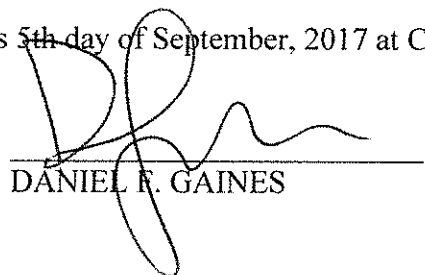
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24 DANIEL F. GAINES
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EXHIBIT A

Adams v. Newell Rubbermaid, USDC – Central District of California (Los Angeles), Case No. EDCV 08-1499 JTM (CTx)

Adams v. Sam's West, Inc., San Bernardino County Superior Court, Case No. CIVDS1403987

Agredano v. GS Brothers, Inc., Los Angeles County Superior Court, Case No. BC445561

Allen v. Valley Inventory Service, Inc., Solano County Superior Court, Case No. FCS034682

Alonzo v. Camblin Steel Service, Inc., Placer County Superior Court, Case No. SCV0034165

Anaya v. Progressive Logistics Services, LLC, Riverside County Superior Court, Case No. RIC1308270

Andre v. Newell Rubbermaid, Inc., San Bernardino County Superior Court, Case No. CIVVS1200282

Anduha v. ABC Phones of North Carolina, Inc., Stanislaus County Superior Court, Case No. 2022729

Anslow v. Wellington Energy, Inc., USDC – Northern District of California (San Francisco), Case No. CV11-1596-JCS

Barrow, et al. v. Desmond Foods, L.P., Sacramento County Superior Court, Case No. 34-2015-00187227

Batmanghelich v. Sirius XM Radio Inc., USDC – Central District of California (Los Angeles), Case No. CV 09-9190 VBF (JCx)

Bourland v. Horizon Personnel Services, Inc., Sacramento County Superior Court, Case No. 34-2014-00161365-CU-OE-GDS

Bowen v. IMI Material Handling Logistics, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-0000192

Brandt v. Sacramento Auto Insurance Center, Inc., San Joaquin County Superior Court, Case No. 39-2009-00202938-CU-OE-STK

Brown v. 22nd District Agricultural Association, United States District Court, Southern District of California, Case No. 15-cv-2578-DHB

Burgess v. Blue Cross and Blue Shield of South Carolina, San Joaquin County Superior Court, Case No. 39-2012-00277449-CU-BT-STK

Burgess v. Strategic Retail Solutions, LLC, Los Angeles County Superior Court, Case No. BC413791

Caporicci v. Owens & Minor Distribution, Inc., San Joaquin County Superior Court, Case No. 39-2013-00295662-CU-OE-STK

Carl v. Advanced Call Center Technologies, LLC, Sacramento County Superior Court, Case No. 34-2013-00148310

Carrete v. Gamestop, Inc., Imperial County Superior Court, Case No. ECU08501

Carrillo v. Bimbo Bakeries, Inc., San Bernardino County Superior Court, Case No. CIVDS1606813

Cerami v. Metlife, Inc., USDC – Central District of California (Orange County), Case No. 11-CV-00681-CJC (MLGx)

Charles v. Aaron's Inc., Los Angeles County Superior Court, Case No. BC431468

Charles v. Nursefinders, LLC, Imperial County Superior Court, Case No. ECU07422

Cheifer v. JetBlue Airways Corporation, Los Angeles County Superior Court, Case No. BC451887

Church v. GameStop, Inc., et. al., USDC – Central District of California (Los Angeles), Case No. 11-CV-00132-VAP-RZ

Clothier v. Spar Marketing Services, Inc., Alameda County Superior Court, Case No: RG12-639317

Coleman v. Wireless Lifestyle, Inc., USDC – Western District of Missouri, Case No. 4:12-cv-00855-ODS

Colombo-Beyeler, et al. v. Viking River Cruises, Inc., San Bernardino County Superior Court, Case No. CIVDS1611608

Conlee v. Clark Pacific Corporation, Yolo County Superior Court, Case No. CV14-1409

Contreras v. Osmose Utilities Services, Inc., San Bernardino County Superior Court, Case No. CIVDS1513998

Contreras v. West American Service Corporation, Kings County Superior Court, Case No. 14C0280

Corona v. Yosemite Meat & Locker Service, Inc., Stanislaus County Superior Court, Case No. 2006828

Cortellessa v. Dotnext, Inc., Alameda County Superior Court, Case No. RG09429971

County v. Ingram Mirco, Inc., San Bernardino Superior Court, Case No. CIVRS 1304445

Cruz-Garcia v. Lemonade Restaurant Group, LLC, Los Angeles County Superior Court, Case No. BC478205

Dabney, et al. v. Panera, LLC., San Bernardino County Superior Court, Case No. CIVDS1516030

Diggs v. Western Waterproofing Company, Inc., San Francisco County Superior Court, Case No. CGC-14-539281

Dismuke v. Rhodes Retail Services, Inc., Sacramento County Superior Court, Case No. 34-2011-00105001

Dorsette v. TA Operating, LLC, USDC – Central District of California (Los Angeles), Case No. EDCV 09-1350 PA (RZx)

Duran v. The Image of California, Inc., Kern County Superior Court, Case No. S-1500-CV-284056 DRL

Edwards v. Trans World Entertainment Corp., San Diego County Superior Court, Case No. 37-2010-00095123-CU-OE CTL

Escobar v. SMSSI of California, Inc., San Francisco Superior Court, JCCP No. 4776

Espinosa v. Taltech Construction, et al., Los Angeles County Superior Court, Case No. BC590176

Estrada v. Net Source Communications, Inc., Los Angeles County Superior Court, Case No. BC431169

Estupinan v. Global Development Strategies, Inc., Santa Clara County Superior Court, Case No. 110CV178898

Ferrer v. Dish Network Corporation, Los Angeles County Superior Court, Case No. BC441354

Flores v. Cintas Corporation, Los Angeles County Superior Court, Case No. BC400422

Friel v. Midwest Construction Services, Inc., San Joaquin County Superior Court, Case No. 39-2015-00329204-CU-OE-STK

Gagnon v. Banc of California, Contra Costa County Superior Court, Case No. C 15-00196

Galarza v. Bayou Well Services, LLC, Kern County Superior Court, Case No. S-1500-CV-279372 DRL

Galarza v. C & H Testing Service LLC, Kern County Superior Court, Case No. BCV-15-100008 SPC

Garcia v. Old Dominion Freight Line, Inc., San Bernardino County Superior Court, Case No. CIVDS1404636

Geer v. Applied Aerospace Structures Corp., San Joaquin County Superior Court, Case No. 39-2014-00313702-CU-OE-STK

Getz v. California Cinema Investments, Inc., Ventura County Superior Court, Case No. 56-2013-00437706-CU-MC-VTA

Gibbs v. M. Lehmann Enterprises, Orange County Superior Court, Case No. 30-2013-00678538-CU-OE-CXC

Gilles v. Schaefer Ambulance Service Inc., Imperial County Superior Court, Case No. ECU07970

Gomez v. Low Desert Empire Pizza, Inc., San Bernardino County Superior Court, Case No. CIVVS900392

Gomez v. Pizza Hut of Southeast Kansas, Inc., San Bernardino County Superior Court, Case No. CIVVS900679

Gonzalez v. Harris Farms, Inc., USDC – Eastern District of California (Fresno), Case No. 1:14-cv-00038-LJO-SAB

Gutierrez v. Asset Management Specialists, Inc., Fresno County Superior Court, Case No. 12CECG03577

Gutierrez v. Linkus Enterprises, Inc., Madera County Superior Court, Case No. MCV065774

Gutierrez v. Shiekh, LLC, San Bernardino County Superior Court, Case Nos. CIVRS1206525, CIVRS1303408

Hogan v. iMobile of CA LLC, San Bernardino County Superior Court, Case No. CIVDS1409263

Hogan v. Wireless Evolution Inc., Riverside County Superior Court, Case No. MCC1300669

Hogan v. Wireless That's It! LLC, Riverside County Superior Court, Case No. RIC1201997

Holmes v. Bottling Group, LLC, Stanislaus County Superior Court, Case No. 2022584

Hooper, et al. v. URS Midwest, Inc., et al., San Bernardino Superior Court, Case No. CIVDS1607489

Humphrey v. Freedomroads, LLC, Shasta County Superior Court, Case No. 178228

Hurtado v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC427672

Hyde v. Dent Wizard International Corporation, Sacramento County Superior Court, Case No. 34-2015-00173882

Id-deen v. Educational Services of America, Solano County Superior Court, Case No. FCS040803

Isherwood v. Mason Dixon Intermodal, Inc., San Joaquin County Superior Court, Case No. 39-2012-00279891-CU-OC-STK

Jahanbin v. Pacific Mercantile Bank, Orange County Superior Court, Case No. 30-2011-00480705CU-OE-CXC

Jenkins v. Sedgwick Claims Management Services, Inc., Los Angeles Superior Court, Case No. LC101648

Job v. California Security Services, Yuba County Superior Court, Case No. 14-0000820

Johnson v. The Goodyear Tire & Rubber Company, USDC – Northern District of California (San Francisco), Case No. 3:13-cv-01069-MMC

Jolin v. Bay Cities Recovery, Inc., El Dorado County Superior Court, Case No. PC20100458

Keebaugh v. Mike Thompson Recreational Vehicles, San Bernardino County Superior Court, Case No. CIV-DS-1500718

Kelly v. Robin's Enviro Vac, Inc., Kern County Superior Court, Case No. S-1500-CV-282277 DRL

King v. Levy Premium Foodservice Limited Partnership, Alameda County Superior Court, Case No. HG15786353

Lanzarin v. AWI Management Corporation, Solano County Superior Court, Case No. FCS041809

Lemus, et al. v. Eastridge Workforce Technology, Inc., San Bernardino County Superior Court, Case No. CIV-DS-1611470

Lemus v. On Assignment Staffing Services, San Bernardino County Superior Court, Case No. CIV-DS-1600497

Lopez v. Creative Communication Technologies, Inc., Imperial County Superior Court, Case No. ECU07851

Lopez v. Go Green Auto Spa Franchise, Inc., et al., Los Angeles County Superior Court, Case No. BC 562212

Lopez v. Truck Accessories Group, LLC, Yolo County Superior Court, Case No. CV13798

Ludlow v. Prince Telecom, LLC, Stanislaus County Superior Court, Case No. 684239

Mansfield v. Cambridge Real Estate Services, Inc., Butte County Superior Court, Case No. 160175

Martinez v. DPI Specialty Foods West, San Joaquin County Superior Court, Case No. 39-2015-00327311-CU-OE-STK

Martinez v. Styles For Less, Inc., San Bernardino County Superior Court, Case No. CIVVS1203057

Maze v. Bulldog Freightway, Inc., Imperial County Superior Court, Case No. ECU08716

McCormick v. G & O Body Shop, Inc., El Dorado Superior Court, Case No. PC20130291

McCrory v. Campbell Soup Supply Company, San Joaquin County Superior Court, Case No. 39-2013-00297698-CU-OE-STK

Melgar-Farela v. Guardian Compliance, Inc., Los Angeles County Superior Court, Case No. BC481865

Mendiola v. Tyco Electronics Corporation, Riverside County Superior Court, Case No. RIC1400721

Miller v. Southwest Airlines Co., USDC – Northern District of California (San Francisco), Case No. 3:12-cv-05978-CRB

Mitchell v. Crossmark, Inc., USDC – Central District of California (Los Angeles), Case No. CV 11-2818-JAK (FMOx)

Moore v. Horizon Solar Power, Inc., San Bernardino County Superior Court, Case No. CIVDS1410001

Murray v. Select Media Services, LLC, Los Angeles County Superior Court, Case No. BC424506

Myles v. Central Transport LLC, San Bernardino County Superior Court, Case No. CIVDS1401434

Navarro v. Mariana Packing Co., Inc., Solano County Superior Court, Case No. FCS045935

Nehrlich, et al. v. RPM Mortgage, Inc., Orange County Superior Court, Case No. 30-2013-00666783-CU-OE-CXC

Overton v. Hat World, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:11-CV-01645-LKK-KJN

Perez v. Alcatel-Lucent USA Inc., Imperial County Superior Court, Case No. ECU07977

Perry v. Cardinal Health 200, LLC, Solano County Superior Court, Case No. FCS035303

Phraxayavong-Briones v. RSM, Inc., Sacramento County Superior Court, Case No. 34-2012-00117524

Pugh v. Wi Spa, LLC, Imperial County Superior Court, Case No. ECU07932

Quist v. Knight Transportation, Inc., San Bernardino Superior Court, Case No. CIVDS 1615414

Quitco v. Aviation Fuel Systems Repair, Inc., San Bernardino Superior Court, Case No. CIVRS1302311

Rees v. Advantel, Incorporated, Santa Clara County Superior Court, Case No. 16-CV-292219

Renfrow v. Janra Enterprises, Inc., Sacramento County Superior Court, Case No. 3402010-00080471

Reynolds v. Diamond Pet Food Processors of Ripon, San Joaquin County Superior Court, Case No. 39-2014-00310818

Richardson v. TEC Equipment, Inc., et al., Los Angeles County Superior Court, Case No. VC065536

Robles v. North County Health Project Incorporated, San Diego Superior Court, Case No. 37-2014-00001751-CU-OE-NC

Rodas v. Monetary Management of California, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:14 cv 01389 TLN AC

Roden v. Service Champions, San Bernardino County Superior Court, Case No. CIVDS1613183

Sabala v. Econtactlive, Inc., Stanislaus County Superior Court, Case No. 684981

Sabatier v. Picture Perfect Installation, Inc., Riverside County Superior Court, Case No. RIC10004953

Salazar v. Tag-3 Medical Investment Group, LLC, Los Angeles County Superior Court, Case No. BC527698

Sanchez v. Don Roberto Jewelers, Inc., Imperial County Superior Court, Case No. ECU06819

Santana v. United Staffing Associates, LLC, Tulare County Superior Court, Case No. 249338

Schrader v. Adidas Promotional Retail Operations, Inc., Los Angeles County Superior Court, Case No. BC414168

Simler v. Polly's Inc., Riverside County Superior Court, Case No. RIC 1117862

Skuro v. BMW of North America, LLC, USDC – Central District of California (Los Angeles), Case No.: CV 10-8672-GW (FFMx)

Solomon v. City of Los Angeles, Los Angeles County Superior Court, Case No. BC570345

Smith, et al. v. Sente Development, Inc., Sacramento County Superior Court, Case No. 34-2016-00196614

Solorzano v. FDS Manufacturing Corporation, Los Angeles County Superior Court, Case No. BC542532

Solowitz v. BakeMark USA LLC, Los Angeles County Superior Court, Case No. BC467838

Spampinato v. Wind & Sea Restaurants, Inc., San Bernardino County Superior Court, Case No. CIVVS1205154

Stephens v. C.S., Inc., Riverside County Superior Court, Case No. PSC1301224

Stevenson v. Harvest Management Sub LLC, Ventura County Superior Court, Case No. 56-2011-00397420-CU-OE-SIM

Thompson v. Continental Labor Resources, Inc. d/b/a Continental Labor & Staffing Resources, Kern County Superior Court, Case No. S-1500-CV-278751-DRL

Thompson v. Sidhu Truck Line, Inc., Kern County Superior Court, Case No. BCV-15-101308-DRL

Tigas v. Ajilon Communications, Los Angeles County Superior Court, Case No. BC409737

Torres v. Coastal Employment Inc., Los Angeles County Superior Court, Case No. BC529207

Tripp v. California Guest Services, Inc., Plumas County Superior Court, Case No. CV16-00036

Valdez v. Diamond Landscaping, Inc., Los Angeles County Superior Court, Case No. BC497097

Van Son v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC494747

Vasquez v. Schurman Fine Papers, San Joaquin County Superior Court, Case No. STK-CV-LMC-2015-10035

Velasquez v. Modesto Ventures, LLC, Sacramento County Superior Court, Case No. 32-2012-00126159

Victoria v. Bali Limousines Inc., San Mateo County Superior Court, Case No. CIV507774

Victorian v. Vision X, Inc., Los Angeles County Superior Court, Case No. BC400333

Walls v. E. & J. Gallo, Stanislaus County Superior Court, Case No. 2015874

Waybright v. EAH, Inc., Stanislaus County Superior Court, Case No. 2011677

Weiss v. C.A.R. Enterprises, Inc., Riverside County Superior Court, Case No. RIC1113165

White v. Sally Beauty Supply, LLC, Imperial County Superior Court, Case No. ECU08177

Williams v. Dennis Dillon RV, LLC, San Bernardino County Superior Court, Case No. CIVDS 16006879

Williams v. Closet World, Inc., Los Angeles County Superior Court, Case No. BC400178

Williams v. Progress Rail Services Corporation, Kern County Superior Court, Case No. S-1500-CV-280236 DRL

Wilson v. ALSCO, Inc., Imperial County Superior Court, Case No. ECU07406

Wilson v. Michael C. Stead, Inc., Contra Costa Superior Court, Case No. C1400135

Winningham v. Storer Transportation Service, San Joaquin County Superior Court, Case No. 39-2015-00324708-CU-STK

Woody v. WBN Home Design, San Bernardino County Superior Court, Case No. CIVDS1613367

Woodyard v. Bellus ALC Acquisition, LLC, USDC – Central District of California (Los Angeles), Case No. 2:13-cv-05285 SJO AGRx

Wright v. Social Vocational Services, Inc., Kern County Superior Court, Case No. BCV-15-101264

Zaragoza v. Center Automotive, Inc., Los Angeles Superior Court, Case No. BC505194

EXHIBIT B

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15
16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF STANISLAUS**

18 NORMAN ESAKHANI, on behalf of
19 himself and all "aggrieved employees"
pursuant to Labor Code § 2698 *et seq.*,

20 Plaintiff,

21 v.

22 CENTRAL VALLEY GAMING, LLC, a
California limited liability company, and
23 DOES 1 through 10, inclusive,

24 Defendants.
25
26
27
28

CASE NO: 2020667

*Assigned to the Honorable Timothy W. Salter,
Dept. 22*

CLASS ACTION

**SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims ("Settlement Agreement") is made and entered into by and between plaintiff Norman Esakhani ("Plaintiff" or "Class Representative"), individually and on behalf of all others similarly situated, and defendant Central Valley Gaming, LLC ("Defendant"), subject to the terms and conditions herein and the Court's approval.

A. Definitions.

1. Plaintiff and the Settlement Class (as defined below) and Defendant are collectively referred to herein as "the Parties."

2. Daniel F. Gaines, Kenneth S. Gaines, and Alex P. Katofsky of Gaines & Gaines, APLC are counsel of record for Plaintiff. For purposes of this settlement only, the firm of Gaines & Gaines, APLC shall be designated as "Class Counsel."

3. The "Action" means the case entitled "*NORMAN ESAKHANI, on behalf of himself and all "aggrieved employees" pursuant to Labor Code § 2698 et seq., Plaintiff, v. CENTRAL VALLEY GAMING, LLC, a California limited liability company, and DOES 1 through 10, inclusive, Defendants.*" Case No. 2020667, pending before the Superior Court of the State of California for the County of Stanislaus.

4. The "Settlement Class" shall be defined as "All persons employed by Defendant in California in a non-exempt position at any time between June 28, 2012 and the date the Court grants Preliminary Approval to this Settlement." Any Class Member who files a timely request for exclusion, as detailed below, will be excluded from the final Settlement Class. Defendant represents that the Settlement Class includes no more than 200 individuals.

5. "Class Period" means the time period from June 28, 2012 through the date the Court grants Preliminary Approval to this Settlement.

6. The "Effective Date" of this Settlement shall be on the latter of (a) the Court's final approval of the settlement if no objections by or on behalf of Class Members have been filed and not withdrawn; (b) the time for appeal of the Court's Final Approval has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed.

B. General.

1. Plaintiff complied with the administrative exhaustion requirements of the Labor Code Private Attorneys General Act (Labor Code section 2698 *et seq.*, "PAGA") on or about May 11, 2016 in a letter to the Labor and Workforce Development Agency ("LWDA") and Defendant stating facts and theories against Defendant for, among other things, (1) failure to provide meal and rest periods or compensation in lieu thereof (Labor Code §§ 226.7, 512); (2) failure to issue accurate wage statements (Labor Code § 226(a)); and (4) failure to timely pay wages due at separation of employment (Labor Code §§ 201-203).

2. On June 28, 2016, Plaintiff filed a Complaint against Defendant which asserted claims for (1) failure to provide meal and rest periods or compensation in lieu thereof (Labor Code §§ 226.7, 512); (2) failure to issue accurate wage statements (Labor Code § 226(a), (e), (h)); (3) failure to timely pay wages due at separation of employment (Labor Code §§ 201-203); (4) unfair competition (Business & Professions Code § 17200 *et seq.*); and (5) PAGA penalties premised on violations of Labor Code §§ 201-203, 226(a), 226.7, 512 and 1198.

3. On or about August 24, 2017, by stipulation of the Parties, Plaintiff filed a First Amended Complaint which added a claim for the unlawful withholding of gratuities, in contravention of Labor Code § 351, under Business & Professions Code 17200 *et seq.*, PAGA and other theories.

4. After the Action commenced, the Parties participated in formal and informal discovery and entered into settlement discussions. The parties exchanged substantial informal discovery and engaged in conferences regarding Plaintiffs' claims, the value of those claims (if any), and Defendant's defenses to those claims. Plaintiff took the deposition of Defendant's designated representative and Defendant took Plaintiff's deposition.

5. The Class Representatives contend that Defendant violated the California Labor Code and that this case is appropriate for class certification.

6. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, and further denies that the Action is appropriate for class treatment for any purpose other than this settlement. Defendant contends that it has complied at all times

1 with the California Labor Code. It is Defendant's position that, if this case were to be litigated,
2 class certification would be inappropriate because Plaintiff is not an adequate class representative,
3 the Plaintiff's claims are not typical of putative class members, and individual issues predominate
4 over class issues. The Action, the negotiation and execution of this Settlement Agreement, and
5 all acts performed or documents executed pursuant to or in furtherance of the Settlement
6 Agreement (i) shall not be used as an admission or evidence of wrongdoing on behalf of
7 Defendant; (ii) shall not be an admission or evidence of fault on behalf of Defendant in any action
8 before a civil, criminal, or administrative agency; and (iii) shall not be deemed to be, and may not
9 be used as, an admission or evidence of the appropriateness of these or similar claims for class
10 certification in the Action or with respect to any other proceeding.

11 7. Class Counsel represent they have conducted a thorough investigation into the
12 facts and law during the prosecution of this class action case, including the exchange of extensive
13 informal discovery and the review and verification of statistical data and other facts and
14 information provided by Defendant. Counsel for the Parties also represent they have investigated
15 the applicable law as applied to the facts discovered regarding the alleged claims of Plaintiffs and
16 potential defenses thereto, and the damages claimed by Plaintiffs.

17 8. On May 17, 2017, the Parties participated in a mediation with respected mediator
18 and jurist Hon. Hurl Johnson (Stanislaus County Sup. Ct., Ret.). The basic terms of this
19 settlement agreement were reached at the end of this settlement conference.

20 9. Based on their own independent investigation and evaluation, Class Counsel are of
21 the opinion (and will so represent to the Court) that settlement for the consideration and on the
22 terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best
23 interest of the Settlement Class in light of all known facts and circumstances, including the risk of
24 significant delay, the risk the Settlement Class will not be certified by the Court, and the defenses
25 asserted by Defendant. Defendant and its counsel also agree (and will so represent to the Court)
26 that this settlement is fair and in the best interest of the Settlement Class.

27 10. The Parties agree that the class described herein may be certified for settlement
28 purposes only and that any motion for preliminary approval seeking, *inter alia*, certification of the

1 class is for purposes of the settlement only. If for any reason the settlement is not approved, the
2 certification will have no force or effect and will immediately be revoked. The Parties further
3 agree that certification for purposes of the settlement is in no way an admission that class
4 certification is proper under the more stringent standard applied for litigation and that evidence of
5 this limited stipulation for settlement purposes only will not be admissible for any purpose in this
6 or any other proceeding.

7 **C. Terms of Settlement.**

8 1. The financial terms of the settlement are as follows:

9 (a) **Maximum Settlement Amount:** The Parties agree to settle this Action for
10 Defendant's maximum payment of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00)
11 ("the Maximum Settlement Amount"). The Maximum Settlement Amount includes the
12 attorneys' fees of Class Counsel, litigation costs and expenses of Class Counsel (which includes,
13 without limitation, all such fees and costs incurred to date, as well as such fees and costs to be
14 incurred in documenting the settlement, securing Court approval of the settlement, and obtaining
15 judgment in the Action), the service payment to the Class Representative, as approved by the
16 Court, the payment to the LWDA pursuant to the PAGA claims in the Action, all costs of
17 administration, including, without limitation, settlement administration fees and expenses, and
18 any employer payroll taxes due on wage payments made under the Settlement.

19 (b) **Net Settlement Proceeds:** "Net Settlement Proceeds" is defined as the
20 Maximum Settlement Amount less the amounts approved and awarded by the Court for:
21 attorneys' fees and documented litigation costs and expenses incurred or advanced by Class
22 Counsel, the service payment to the Class Representative, the payment to the LWDA pursuant to
23 PAGA, and the costs of administering the settlement.

24 (c) **Calculation of the Individual Payment Amounts:** "Individual Payment
25 Amount" means the portion of the Net Settlement Proceeds distributable to each Class Member
26 who participates in the Settlement, as detailed herein. The Individual Payment Amounts will be
27 calculated as follows:
28

1 i. Based on its records, Defendant will determine the total weeks
2 worked by each Class Member while employed by Defendant in California in a non-exempt
3 position during the Class Period (for each, their "Individual Workweeks").

4 ii. To compute the Individual Payment Amount to be paid to each
5 Class Member, the Net Settlement Proceeds will be multiplied by a fraction, the numerator of
6 which is the Individual Workweeks for each respective Class Member and the denominator of
7 which is the aggregated Individual Workweeks of all Class Members.

8 iii. Each Class Member who is employed by Defendant as of the date
9 the Court enters an order granting preliminary approval of this Settlement ("Current Employees")
10 shall be issued an Individual Payment Amount, no Claim Form required. Each Class Member
11 who is not employed by Defendant as of the date the Court enters an order granting preliminary
12 approval of this Settlement ("Former Employees") shall be required to submit a valid and timely
13 Claim Form to be paid an Individual Payment Amount. Current Employees who do not opt out of
14 the Settlement, and Former Employees who submit a valid and timely Claim Form and do not opt
15 out of the Settlement shall be deemed "Participating Class Members." Defendant shall pay no
16 less than sixty percent (60%) of the Net Settlement Proceeds to Participating Class Members,
17 even if less is actually claimed. Any such unclaimed portion shall be distributed among
18 Participating Class Members on a pro rata basis, proportionately with the value of their Individual
19 Payment Amounts. If more than sixty percent (60%) of the Net Settlement Proceeds is claimed,
20 Defendant shall not be required to pay any unclaimed portion thereof in excess of the sixty
21 percent (60%) floor, except as described in section (v) below.

22 iv. For tax purposes, twenty-five percent (25%) of each Individual
23 Payment Amount shall be taxable as wages, for which an IRS Form W-2 shall be issued and
24 withholdings shall be made; fifteen percent (15%) shall be taxable as interest, for which an IRS
25 Form 1099 shall be issued and no withholdings will be made; and sixty percent (60%) shall be
26 taxable as penalties, for which an IRS Form 1099 shall be issued and no withholdings shall be
27 made. All settlement payments to Participating Class Members will be subject to any applicable
28 wage garnishments, liens, or other legally mandated treatment as required by law.

1 v. All employer side payroll taxes due on wage payments to be made
2 under this Settlement will be paid from any reversionary portion of the Net Settlement Proceeds.
3 However, if the entire Net Settlement Proceeds is claimed, or the reversionary portion is
4 insufficient to pay all employer side taxes, the employer side taxes shall be paid from the
5 Individual Payment Amounts.

6 (d) **PAGA Payments:** The Parties agree that Fourteen Thousand Dollars
7 (\$14,000) shall be allocated to settle Plaintiff's claims brought pursuant to PAGA. Of this
8 amount, Seventy-Five Percent (75%), or Ten Thousand Five Hundred Dollars (\$10,500) shall be
9 paid to the LWDA, and Twenty-Five Percent (25%), or Three Thousand Five Hundred Dollars
10 (\$3,500) shall be paid to Participating Class Members as part of the Net Settlement Proceeds.

11 (e) **Service Payment to Class Representative:** The amount awarded to the
12 Class Representative as service payments will be set by the Court in its discretion, not to exceed
13 Ten Thousand Dollars (\$10,000). This amount will be deducted from the Maximum Settlement
14 Amount. An IRS Form 1099 will be issued to the Class Representative for his service payment.
15 Defendant agrees not to dispute or otherwise object to the service payment if Plaintiff requests
16 \$10,000 or less. Any unawarded or unrequested portion of the service payment shall be paid to
17 claiming Class Members in addition to the Net Settlement Proceeds, proportionately with the
18 value of their Individual Payment Amounts.

19 (f) **Attorneys' Fees:** An award to Class Counsel of attorneys' fees will be
20 paid from the Maximum Settlement Amount in an amount to be set by the Court taking into
21 account the settlement award that has been made available for the Settlement Class by the efforts
22 of Class Counsel. The amount awarded shall not exceed Seventy-Eight Thousand Seven Hundred
23 Fifty Dollars (\$78,750.00) (i.e., 35% of the Maximum Settlement Amount). An IRS Form 1099
24 will be issued to Class Counsel with respect to its award of attorneys' fees. Defendant agrees not
25 to dispute or otherwise object to the attorneys' fee award requested by Class Counsel so long as
26 the request does not exceed \$78,750. Any unawarded or unrequested portion of the attorneys'
27 fees shall be paid to claiming Class Members in addition to the Net Settlement Proceeds,
28 proportionately with the value of their Individual Payment Amounts.

1 (g) **Attorneys' Costs and Expenses:** Class Counsel will be reimbursed from
2 the Maximum Settlement Amount in an amount to be set by the Court for documented out-of-
3 pocket litigation costs and expenses, not to exceed Twelve Thousand Five Hundred Dollars
4 (\$12,500). An IRS Form 1099 will be issued to Class Counsel with respect to its award of costs
5 and expenses. Defendant agrees not to dispute or otherwise object to the attorneys' cost award
6 requested by Class Counsel so long as the request does not exceed \$12,500. Any unawarded or
7 unrequested portion of the attorney cost award shall be paid to claiming Class Members in
8 addition to the Net Settlement Proceeds, proportionately with the value of their Individual
9 Payment Amounts.

10 (h) **Settlement Administration Costs:** The fees and other charges of the
11 Settlement Administrator to administer the Settlement are expected to total no more than Ten
12 Thousand Dollars (\$10,000) and will be paid from the Maximum Settlement Amount. These fees
13 shall include any costs associated with the required tax reporting on any individual settlement
14 payments, and the issuing of any and all W-2 and 1099 forms. Subject to approval of the Court,
15 the Parties have agreed that ILYM Group, Inc. will serve as a neutral third-party claims
16 administrator ("Settlement Administrator") to perform all acts related to providing notice to the
17 Settlement Class. Settlement Administrator shall be responsible for (a) printing and distributing
18 the Court-approved Notice of Class Action Settlement ("Class Notice") and Claims Forms to all
19 Class Members; (b) administering the settlement; (c) processing claims and exclusions; (d)
20 resolving disputes; (e) distributing the Maximum Settlement Amount as directed by the Court and
21 set forth herein; (f) tax reporting; (g) providing necessary weekly status reports; and (h) other
22 duties and responsibilities set forth herein.

23 **D. Release of Claims**

24 1. Upon the Effective Date and subject to Defendant's full payment of all sums
25 required by this Settlement, all Class Members who do not opt out of the settlement will release
26 Defendant Central Valley Gaming, LLC and its former and present parents, subsidiaries, officers,
27 directors, and affiliates, and their former and present officers, directors, employees, partners,
28 attorneys, shareholders and agents, and any other successors, assigns, or legal representatives

1 ("Released Parties"), from any and all claims that were or could have been asserted in the Action
2 based on the facts alleged in the First Amended Complaint arising during the Class Period for all
3 periods of time during which a Class Member was employed by Defendant in California in a non-
4 exempt position.

5 2. Upon the Effective Date and subject to Defendant's full payment of all sums
6 required by this Settlement, Plaintiff Norman Esakhani fully releases and discharges the Released
7 Parties from all claims, demands, rights, liabilities and causes of action of every nature and
8 description whatsoever, known or unknown, asserted or that might have been asserted, whether in
9 tort, contract, or for violation of any state or federal statute, rule or regulation arising out of,
10 relating to, or in connection with any act or omission by or on the part of any of the Released
11 Parties committed or omitted prior to the execution hereof. This includes any unknown claims
12 that Plaintiff Esakhani does not know or suspect to exist in his favor, which, if known by him,
13 might have affected his settlement with, and release of, the Released Parties or might have
14 affected his decision not to object to the settlement.

15 **Specifically excluded from this release are all non-wage and hour claims asserted by**
16 **Plaintiff Esakhani in his pending individual action (previously designated Stanislaus County**
17 **Superior Court case number 2021385) claiming unlawful harassment and termination of**
18 **employment by Defendant. These non-wage and hour claims shall not be affected by this**
19 **Settlement or release in any way.**

20 With respect to this release, Plaintiff Esakhani stipulates and agrees that, upon the
21 Effective Date, he shall be deemed to have, and by operation of the Final Judgment shall have,
22 expressly waived and relinquished, to the fullest extent permitted by law (but limited to the
23 released claims only), the provisions, rights and benefits of Section 1542 of the California Civil
24 Code, or any other similar provision under federal or state law, which provides:

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

Plaintiff Esakhani may hereafter discover facts in addition to or different from those he

1 now knows or believes to be true with respect to the subject matter of this release, but upon the
2 Effective Date, he shall be deemed to have, and by operation of the Final Judgment shall have,
3 fully, finally, and forever settled and released any and all of the claims released pursuant to this
4 release, whether known or unknown, suspected or unsuspected, contingent or non-contingent,
5 which now exist, or heretofore have existed upon any theory of law or equity now existing or
6 coming into existence in the future, including, but not limited to, conduct that is negligent,
7 intentional, with or without malice, or a breach of any duty, law or rule, without regard to the
8 subsequent discovery or existence of such different or additional facts.

9 **E. Notice and Exclusion Process.**

10 1. Within ten (10) calendar days after entry of the order granting preliminary
11 approval, Defendant shall provide to the Settlement Administrator a list of all Class Members,
12 including their last known addresses, telephone numbers, social security numbers, and their dates
13 of employment during the Class Period ("Settlement Class Information"). The names, addresses,
14 telephone numbers, and Social Security numbers will only be disclosed to the Settlement
15 Administrator and not to Plaintiffs' Counsel. All information provided to the Settlement
16 Administrator will be marked CONFIDENTIAL. This information shall be kept confidential and
17 shall not be disclosed, either in writing or orally, by the Settlement Administrator. The
18 Settlement Administrator shall use due care with respect to the storage, custody, use, and/or
19 dissemination of the confidential information. Such information must be stored in a secure
20 fashion and all persons who access the data must agree to keep it confidential.

21 2. A notice of pendency of class action, proposed settlement and hearing date for
22 Court approval ("Class Notice") in the form attached hereto as Exhibit 1, as approved by the
23 Court, shall be sent by the Settlement Administrator to all Class Members, and a Claim Form, in
24 the form attached hereto as Exhibit 2, as approved by the Court, shall be sent by the Settlement
25 Administrator to the Class Members who are Former Employees, by first class mail, within
26 twenty (20) calendar days after entry of the order granting preliminary approval.

27 3. The Settlement Administrator will make reasonable efforts to ensure that the
28 Class Notice and Claim Form are sent to Class Members. It will conclusively be presumed that if

1 an envelope has not been returned within thirty (30) days of the mailing that the Class Member
2 received the Class Notice. In the event of returned or non-deliverable notices, the Settlement
3 Administrator will make reasonable efforts to locate Class Members and re-send the notices.

4 4. Each Class Member will be fully advised of the settlement, the ability to object to
5 the settlement, and the ability to submit a Claim Form (as to Former Employees only) or request
6 for exclusion. The Class Notice will inform the Class Members of the Court-established
7 deadlines for filing objections, Claim Forms, and requests for exclusion.

8 5. Each Class Notice will contain personalized information setting forth the total
9 number of Individual Workweeks for each Class Member and their estimated Individual Payment
10 Amount. To the extent a Class Member disputes any of the information listed on his or her Class
11 Notice, the Class Member may produce evidence to the Settlement Administrator showing such
12 information the Class Member contends should be reflected in the Class Notice. Defendant's
13 records will be presumed determinative, however, and the Settlement Administrator's decision on
14 these matters will be final. The Class Notice will also set forth IRS W-9 information if required.

15 6. In order to elect to participate in the Settlement, Class Members who are Current
16 Employees need not take any further Action following receipt of the Class Notice, and Class
17 Members who are Former Employees must sign a Claim Form, and mail the form to the
18 Settlement Administrator no later than sixty (60) calendar days after the initial mailing of the
19 Class Notice and Claim Form to Class Members, unless the Court requires a longer period, in
20 which case the Court ordered exclusion period will apply. The date of the postmark shall be
21 deemed the date of submission. The timeliness of Claim Forms submitted by Former Employees
22 will be determined by valid postmark. If the 60th day falls on a Sunday or federal holiday, the
23 time to submit a Claim Form will be extended to the next day on which the U.S. Postal Service is
24 open. Only those Former Employees who submit timely and valid Claims Forms shall be issued
25 Individual Payment Amounts; all Current Employees who do not opt out of the Settlement shall
26 be issued Individual Payment Amounts. Plaintiff Esakhani will automatically be deemed a
27 Participating Class Member and need not submit a Claim Form to be issued his Individual
28 Payment Amount.

1 7. In order to elect not to participate in the Settlement, a Class Member must timely
2 request exclusion by sending a written request to the Settlement Administrator no later than sixty
3 (60) calendar days after the initial mailing of the Class Notice to Class Members, unless the Court
4 requires a longer period, in which case the Court ordered exclusion period will apply. The
5 timeliness of submitted requests for exclusion will be determined by valid postmark. If the 60th
6 day falls on a Sunday or federal holiday, the time to request exclusion will be extended to the next
7 day on which the U.S. Postal Service is open. To be valid, a request for exclusion must (1) state
8 the Class Member's name and last four digits of his/her social security number, (2) state the Class
9 Members' address and telephone number, (3) include a statement that the Class Member requests
10 exclusion from the Settlement, and (4) be signed by the Class Member. In the event five percent
11 or more of the class members elect not to participate, Defendant will have the option of
12 rescinding this Agreement. Such rescission will occur by written notice to Plaintiffs' counsel that
13 the "settlement agreement has been rescinded due to five percent or more class members opting
14 not to participate." Notice of rescission must be sent to Plaintiffs' counsel no later than fifteen
15 (15) calendar days after the date the Settlement Administrator reports the final number of opt-
16 outs, or its right to rescind based on the opt-out total will be waived.

17 8. The deadline for submission of Claim Forms and requests for exclusion shall be
18 extended once by up to 30 days for those Class Members whose Class Notice is returned as
19 "undeliverable." If the 30th day falls on a Sunday or federal holiday, this deadline will be
20 extended to the next day on which the U.S. Postal Service is open.

21 9. The Settlement Administrator will search for additional addresses on returned
22 mail and will re-mail the Class Notice and, if applicable, a Claim Form to an updated address (if
23 any) within 15 days of receipt of the returned mail. The 30-day extended time limit will run from
24 the date of the second mailing for those Class Members. To the extent a Class Notice from the
25 initial mailing is not returned within 30 days, it shall be deemed to have been sent to a valid
26 address even if it is thereafter returned. It is the intent of the Parties that reasonable, but not
27 extraordinary, efforts be used to locate Class Members. If the initial Class Notice is returned, the
28

1 Settlement Administrator will search using the social security number for a more current address.
2 If no address is found within 10 days, no further action is required.

3 10. The Settlement Administrator will notify the Parties of the total number of valid
4 requests for exclusion and Claim Forms within ten (10) calendar days after the deadline for
5 receipt of the Claim Forms and requests for exclusion (seventy (70) days following the initial
6 mailing of the Class Notice and Claim Forms to Class Members, the "Reporting Deadline").

7 11. In order to object to the settlement, a Class Member must mail his or her
8 objection to the Settlement Administrator no later than sixty (60) calendar days after the mailing
9 of the Class Notice and Claim Form to Class Members, unless the Court requires a longer period,
10 in which case the Court ordered objection period will apply. If the 60th day falls on a Sunday or
11 federal holiday, the time to object to the settlement will be extended to the next day on which the
12 U.S. Postal Service is open.

13 12. The Settlement Administrator shall provide to the Parties, at least twelve (12)
14 calendar days prior to the final approval hearing, or as otherwise ordered by the Court, a
15 declaration of due diligence and proof of mailing with regard to the mailing of the Class Notice
16 and Claim Forms. The Settlement Administrator will also provide to the Parties, at least twelve
17 (12) calendar days prior to the final approval hearing, or as otherwise ordered by the Court, a
18 report listing the amount of all payments to be made to each Class Member without names or
19 personal identifying information.

20 13. Defendant shall deposit the Maximum Settlement Amount, less any potential
21 reversionary portion of the Net Settlement Proceeds, with the Settlement Administrator by the
22 later of the following: (a) ten (10) calendar days after the Effective Date, and (b) January 2, 2018.

23 14. Class Members must cash each of their Individual Payment Amount checks
24 within three hundred sixty-five (365) calendar days after they are mailed by the Settlement
25 Administrator. The value of any checks uncashed more than three hundred sixty-five (365) days
26 after mailing shall be transmitted by the Settlement Administrator to the Department of Industrial
27 Relations Unpaid Wage Fund, to be held in the name of the Class Member.
28

F. Duties of the Parties Prior to Court Approval.

1. Promptly after execution of this Settlement Agreement, Plaintiffs shall move the Court for preliminary approval of this Settlement and entry of an order accomplishing the following:

- (a) scheduling a fairness hearing on the question of whether the proposed settlement should be finally approved as fair, reasonable and adequate as to the Class Members;
- (b) approving as to form and content the proposed Class Notice;
- (c) approving as to form and content the proposed Claim Form;
- (d) preliminarily certifying the class for purposes of settlement;
- (e) preliminarily approving the PAGA payment of \$10,500 to the LWDA;
- (f) preliminarily setting attorneys' fees and costs payable to Class Counsel;
- (g) preliminarily setting the service payments to the Class Representative; and
- (h) preliminarily approving ILYM Group, Inc. as the Settlement Administrator and its estimated fees and costs up to \$10,000.

The Parties shall submit this Settlement Agreement to the LWDA (as required by Labor Code § 2699(1)(2)) and to the Court in support of Plaintiff's unopposed motion for preliminary approval of the settlement.

G. Duties of the Parties in Connection With and Following Final Court Approval.

1. In connection with the hearing on final approval of the settlement provided for in this Settlement Agreement, the Parties will submit a proposed final order no later than ten (10) calendar days prior to the scheduled date of the hearing on final approval (unless otherwise ordered by the Court):

- (a) approving the settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- (b) approving Class Counsel's application for an award of attorneys' fees and reimbursement of documented litigation costs and expenses, the service

1 payment to the Class Representative, the payment to the LWDA, and the
2 costs of administering the settlement; and
3 (c) Entering judgment in this Action in accordance with this Stipulation,
4 pursuant to Cal. Rules of Court, Rule 3.769(h).

5 2. Class Counsel shall file an application for attorneys' fees and reimbursement of
6 costs and expenses ten (10) calendar days prior to the scheduled date of the hearing on final
7 approval (unless otherwise ordered by the Court).

8 **H. Miscellaneous Provisions:**

9 1. **Voiding the Agreement.**

10 A failure of the Court to approve any material condition of this Settlement Agreement
11 which effects "a fundamental change of the Parties' settlement," including but not limited to
12 permitting the filing of the Complaint, or if the settlement is reversed or materially modified on
13 appellate review, shall render the entire Stipulation of Settlement voidable and unenforceable as
14 to all Parties herein at the option of any Party.

15 2. **Parties' Authority.**

16 The signatories hereto represent that they are fully authorized to enter into this Settlement
17 Agreement and bind the Parties hereto to the terms and conditions hereof.

18 3. **Mutual Full Cooperation.**

19 The Parties agree to fully cooperate with each other to accomplish the terms of this
20 Stipulation of Settlement, including but not limited to, execution of such documents and such
21 other action as may reasonably be necessary to implement the terms of this Settlement
22 Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all
23 efforts contemplated by this Settlement Agreement and any other efforts that may become
24 necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the
25 terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Class
26 Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all
27 necessary steps to secure the Court's preliminary and final approval of the settlement.

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1 4. **No Prior Assignments.**

2 The Parties hereto represent, covenant, and warrant that they have not directly or
3 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any
4 person or entity any portion of any liability, claim, demand, action, cause of action or rights
5 released and discharged by this Stipulation of Settlement.

6 5. **No Admission.**

7 Nothing contained herein, nor the consummation of this Stipulation of Settlement, is to be
8 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part
9 of Defendant. Each of the Parties hereto has entered into this Settlement Agreement with the
10 intention of avoiding further disputes and litigation with the attendant inconvenience and
11 expenses. This Settlement Agreement is a settlement document and shall, pursuant to California
12 Evidence Code section 1152 and/or Federal Rule of Evidence 408 and/or any other similar law,
13 be inadmissible in evidence in any proceeding, except an action or proceeding to approve the
14 settlement, and/or interpret or enforce this Settlement Agreement.

15 6. **Notices.**

16 Unless otherwise specifically provided herein, all notices, demands or other
17 communications given hereunder shall be in writing and shall be deemed to have been duly given
18 as of the third business day after mailing by United States registered or certified mail, return
19 receipt requested, addressed:

20 **To Plaintiff and the Settlement Class:**

21 Daniel F. Gaines, Esq.
22 Alex P. Katofsky, Esq.
23 GAINES & GAINES, APLC
24 27200 Agoura Road, Suite 101
25 Calabasas, CA 91301

26 **To Defendant:**

27 Barbara A. Cotter, Esq.
28 Terry Wills, Esq.
29 COOK BROWN LLP
30 2407 J Street, 2nd Floor
31 Sacramento, CA 95816

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1 7. **Construction.**

2 The Parties hereto agree that the terms and conditions of this Settlement Agreement are
3 the result of lengthy, intensive arms' length negotiations between the Parties and that this
4 Settlement Agreement shall not be construed in favor of or against any Party by reason of the
5 extent to which any Party or his or its counsel participated in the drafting of this Settlement
6 Agreement.

7 8. **Captions and Interpretations.**

8 Paragraph titles or captions contained herein are inserted as a matter of convenience and
9 for reference, and in no way define, limit, extend, or describe the scope of this Settlement
10 Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and
11 not merely a recital.

12 9. **Modification.**

13 This Settlement Agreement may not be changed, altered, or modified, except in writing
14 and signed by the Parties hereto, and approved by the Court. This Settlement Agreement may not
15 be discharged except by performance in accordance with its terms or by a writing signed by each
16 of the Parties hereto or their attorneys.

17 10. **Integration Clause.**

18 This Settlement Agreement contains the entire agreement between the Parties relating to
19 the settlement and transactions contemplated hereby, and all prior or contemporaneous
20 agreements, understandings, representations, and statements, whether oral or written and whether
21 by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived
22 except in writing.

23 11. **Binding On Assigns.**

24 This Settlement Agreement shall be binding upon and inure to the benefit of the Parties
25 hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

26 12. **Governing Law.**

27 All terms of this Settlement Agreement and its exhibits shall be governed by and
28

1 interpreted according to the laws of the State of California, without giving effect to any conflict of
2 law principles or choice of law principles.

3 **13. Fees and Costs.**

4 Other than as stated in this Agreement, the Parties will each bear their own attorney's fees
5 and costs in connection with this Agreement and the Action. This provision, however, shall have
6 no impact or effect on Plaintiff Esakhani's claims alleged in his pending individual action
7 (previously designated Stanislaus County Superior Court case number 2021385) claiming
8 unlawful harassment and termination of employment by Defendant.

9 **14. Signatures of All Class Members Unnecessary to be Binding.**

10 It is agreed that, because the members of the Settlement Class are numerous, it is
11 impossible or impractical to have each Class Member execute this Settlement Agreement. The
12 Class Notice, attached hereto as Exhibit 1, will advise all Class Members of the binding nature of
13 the release provided herein and such shall have the same force and effect as if this Settlement
14 Agreement was executed by each Class Member.

15 **15. Counterparts.**

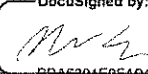
16 This Settlement Agreement may be executed in counterparts, and when each Party has
17 signed and delivered at least one such counterpart, each counterpart shall be deemed an original,
18 and when taken together with other signed counterparts, shall constitute one fully-signed
19 Settlement Agreement, which shall be binding upon and effective as to all Parties.

20 **16. Confidentiality and Non-Disparagement.**

21 Plaintiff Esakhani shall not disparage Defendant or its employees. Plaintiff Esakhani and
22 his counsel shall keep all terms of this Settlement confidential until the motion for preliminary
23 approval is filed with the Court, after which time Plaintiff Esakhani shall refer all questions or
24 comments about the Settlement from Class Members to his counsel. Plaintiff's Esakhani's
25 counsel shall not publicize, advertise, or otherwise make mention of this Settlement through any
26 means other than Court filings surrounding the settlement approval process and in response to
27 Class Member inquiries. Plaintiff's Esakhani's counsel shall not post information about this
28

1 Settlement or the Action on its website or any type of social media which specifically references
2 Defendant by name.

3
4 Dated: August 29, 2017

DocuSigned by:
By: 
BBA6301E0FA04C1
NORMAN ESAKHANI
Plaintiff and Class Representative

5
6
7
8
9 Dated: August __, 2017

CENTRAL VALLEY GAMING, LLC

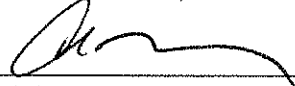
10 By: _____

11 Its: _____

12
13 **APPROVED AS TO FORM AND CONTENT:**

14 Dated: August 29, 2017

GAINES & GAINES, APLC

15 By: 
16 Daniel F. Gaines, Esq.
17 Alex P. Katofsky, Esq.
18 Counsel for Plaintiff and Class
19 Representative

20 Dated: August __, 2017

COOK BROWN LLP

21 By: _____
22 Barbara A. Cotter, Esq.
23 Terry A. Wills, Esq.
24 Counsel for Defendant

1 Settlement or the Action on its website or any type of social media which specifically references
2 Defendant by name.

3
4 Dated: August __, 2017

By: _____
NORMAN ESAKHANI
Plaintiff and Class Representative

5
6
7
8 Dated: August 31, 2017

CENTRAL VALLEY GAMING, LLC

9 By: [Signature]
10 Its: Managing Member
11
12

13 **APPROVED AS TO FORM AND CONTENT:**

14 Dated: August __, 2017

GAINES & GAINES, APLC

15 By: _____
16 Daniel F. Gaines, Esq.
17 Alex P. Katofsky, Esq.
18 Counsel for Plaintiff and Class
19 Representative

20 Dated: September 5, 2017
21 Dated: August __, 2017

COOK BROWN LLP

22 By: [Signature]
23 Barbara A. Cotter, Esq.
24 Terry A. Wills, Esq.
25 Counsel for Defendant
26
27
28

EXHIBIT 1

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

NORMAN ESAKHANI, on behalf of himself
and all "aggrieved employees" pursuant to Labor
Code § 2698 *et seq.*,

Plaintiff,

v.

CENTRAL VALLEY GAMING, LLC, a
California limited liability company, and DOES
1 through 10, inclusive,

Defendants.

CASE NO: 2020667

Assigned for all purposes to Hon. Timothy W.
Salter, Department 22

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

**YOU MAY BE ENTITLED TO RECEIVE MONEY
FROM A SETTLEMENT**

A California court authorized this notice. This is not a solicitation from a lawyer.

- A settlement will provide up to \$225,000 to pay claims to all persons employed by Defendant in California in a non-exempt position at any time between June 28, 2012 and [date of preliminary approval].
- The settlement resolves a lawsuit over whether the Defendant failed to provide proper meal and rest periods, failed to issue accurate wage statements, unlawfully withheld gratuities from employees, and failed to timely pay wages due at the separation of employment. It avoids costs and risks to you from continuing the lawsuit; pays money to employees; and releases Defendant from liability from the claims asserted in this lawsuit.
- Lawyers for the employees will ask the Court to award them up to \$78,750 as attorneys' fees and \$12,500 as expenses for investigating the facts, litigating the case, and negotiating the settlement. This will be paid from the settlement amount.
- Defendant denies liability and the parties disagree on how much money could have been awarded if employees won at trial. The settlement represents a compromise of highly disputed claims.
- **Your legal rights are affected whether you act or do not act. Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Submit A Claim Form – FORMER EMPLOYEES ONLY	If you were no longer employed by Defendant as of [preliminary approval date], then to participate in the Settlement and receive a settlement payment, you must submit the enclosed Claim Form to the Settlement Administrator. It must be postmarked no later than [60 day claims period]. If you move, you must notify the Settlement Administrator of your new address.
Exclude Yourself	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against the Defendant about the legal claims that were brought in this case.
Do Nothing – CURRENT EMPLOYEES	If you were employed by Defendant as of [preliminary approval date], then if you do nothing in response to this Notice, you will automatically be mailed a settlement payment when the Settlement is finally approved by the Court and you will be bound by the release of claims against Defendant as further described in this Notice. No further action is necessary.
Do Nothing – FORMER EMPLOYEES	If you were no longer employed by Defendant as of [preliminary approval date], then if you do nothing in response to this Notice, you will receive no settlement payment, but you will be bound by the release of claims against Defendant as further described in this Notice.
Object	Write to the Court about why you don't like the settlement.
Go to a Hearing	Ask to speak in Court about the fairness of the settlement.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a class action lawsuit, and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of the class on whose behalf this class action lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

On June 28, 2016, plaintiff Raymond Esakhani filed this lawsuit in the Stanislaus County Superior Court. As amended, the lawsuit alleges violations of the California Labor Code and Business & Professions Code. The lawsuit seeks to certify a class of all persons employed by Defendant in California in a non-exempt position at any time between June 28, 2012 and [date of preliminary approval] (the "Settlement Class"). The lawsuit alleges that members of the Settlement Class were not provided with proper meal and rest breaks, were not issued accurate and complete itemized wage statements, were subject to unlawful withholding of gratuities, and were denied the timely payment of all wages due upon separation of employment. It seeks recovery of wages, damages, restitution, statutory and civil penalties, attorneys' fees and costs. Defendant denies all of the material allegations in the lawsuit. Defendant denies that it denied any wages to any employees. The lawyers for the parties are:

Plaintiff's Attorneys

Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Gaines & Gaines, APLC
27200 Agoura Road, Suite 101
Calabasas, CA 91301
Phone: (866) 550-0855

Defendant's Attorneys

Barbara A. Cotter, Esq.
Terry A. Wills, Esq.
Cook Brown LLP
407 J Street, 2nd Floor
Sacramento, CA 95816

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Plaintiff believes he would have prevailed on his claims at a trial. Defendant does not believe that Plaintiff would have won anything from a trial. But there was no trial. Instead, both sides agreed to a settlement. That way, they all avoid the costs, risks, and uncertainty of a trial, and the people affected will get compensation. Plaintiff and Plaintiff's Attorneys think the settlement is fair, reasonable and adequate and in the best interests of all Class members.

B. Who is in the Settlement Class?

The Settlement encompasses a class comprised of all persons employed by Defendant in California in a non-exempt position at any time between June 28, 2012 and [date of preliminary approval].

C. What does the Settlement provide?

1. Gross Settlement Amount.

Defendant will pay up to \$225,000 (the "Maximum Settlement Amount") to settle the lawsuit. The following sums will be paid from the Maximum Settlement Amount: (1) \$10,500 to the California Labor and Workforce Development Agency; (2) Class Counsel's attorneys' fees in an amount set by the Court not to exceed \$78,750 and Class Counsel's documented litigation costs in an amount set by the Court not to exceed \$12,500; (3) a service payment to the Class Representative as set by the court, not to exceed \$10,000 for his service in the Action and in exchange for a limited release of claims he has against the Released Parties; (4) a reasonable amount set by the Court to the settlement administrator for administering the settlement, not to exceed \$10,000; and (5) employee and employer payroll taxes due on wage payments made to Class Members under the Settlement. The amount of the Maximum Settlement Amount remaining after deductions for items (1) through (4) above is the "Net Settlement Proceeds."

2. Individual Payment Amount.

Your share of the Net Settlement Proceeds will be determined by the formula detailed in section E below.

D. What are you giving up to get a payment or stay in the Class?

Upon the Effective Date of the Settlement and subject to Defendant's full payment of all sums required by the Settlement, all Class Members who do not opt out of the settlement will release Defendant

Central Valley Gaming, LLC and its former and present parents, subsidiaries, officers, directors, and affiliates, and their former and present officers, directors, employees, partners, attorneys, shareholders and agents, and any other successors, assigns, or legal representatives ("Released Parties"), from any and all claims that were or could have been asserted in the Action based on the facts alleged in the First Amended Complaint arising during the Class Period for all periods of time during which a Class Member was employed by Defendant in a non-exempt position (the "Released Claims").

The Released Claims described above do not include a release of *all* your rights you have as an employee or former employee of Defendant. The Released Claims are specifically limited to the claims set forth above.

E. How is my share of the Settlement calculated?

Each Participating Class Member (as defined below) shall receive an Individual Payment Amount, which is a share of the Net Settlement Proceeds (Net Settlement Proceeds is calculated by deducting attorneys' fees and costs to Class Counsel, settlement administration costs, the enhancement payments to the Class Representatives, and the LWDA's share of the PAGA penalty payment from the Maximum Settlement Amount).

Based on its records, Defendant will determine the total weeks worked by each Class Member while employed by Defendant in California in a non-exempt position during the Class Period (for each, their "Individual Workweeks").

To compute the Individual Payment Amount to be paid to each Class Member, the Net Settlement Proceeds will be multiplied by a fraction, the numerator of which is the Individual Workweeks for each respective Class Member and the denominator of which is the aggregated Individual Workweeks of all Class Members.

Each Class Member who is employed by Defendant as of the date the Court enters an order granting preliminary approval of this Settlement ("Current Employees") shall be issued an Individual Payment Amount, no Claim Form required. Each Class Member who is not employed by Defendant as of the date the Court enters an order granting preliminary approval of this Settlement ("Former Employees") shall be required to submit a valid and timely Claim Form to be paid an Individual Payment Amount. Current Employees who do not opt out of the Settlement, and Former Employees who submit a valid and timely Claim Form and do not opt out of the Settlement shall be deemed "Participating Class Members." Defendant shall pay no less than sixty percent (60%) of the Net Settlement Proceeds to Participating Class Members, even if less is actually claimed. Any such unclaimed portion shall be distributed among Participating Class Members on a pro rata basis, proportionately with the value of their Individual Payment Amounts. If more than sixty percent (60%) of the Net Settlement Proceeds is claimed, Defendant shall not be required to pay any unclaimed portion thereof in excess of the sixty percent (60%) floor, except as described below.

For tax purposes, twenty-five percent (25%) of each Individual Payment Amount shall be taxable as wages, for which an IRS Form W-2 shall be issued and withholdings shall be made; fifteen percent (15%) shall be taxable as interest, for which an IRS Form 1099 shall be issued and no withholdings will be made; and sixty percent (60%) shall be taxable as penalties, for which an IRS Form 1099 shall be issued and no withholdings shall be made. All settlement payments to Participating Class Members will be subject to any applicable wage garnishments, liens, or other legally mandated treatment as required by law.

All employer side payroll taxes due on wage payments to be made under this Settlement will be paid from the Net Settlement Proceeds.

According to the records of Defendant, your Individual Workweeks are [_____]. Based on this number, your estimated Individual Payment Amount is \$[_____]. This amount is subject to change based on the final ruling of the Court.

Please be advised that the amount of Individual Workweeks listed above is presumed to be correct unless you submit documentation proving otherwise. If you disagree with the Individual Workweeks listed above, you must submit an explanation and evidence of your proffered Individual Workweeks to the Settlement Administrator no later than _____, 2017. In the event of a dispute about the correct amount of Individual Workweeks you worked, the Settlement Administrator will resolve the challenge with input from the Defendant and will make a final and binding determination without hearing or right of appeal by you.

THE SETTLEMENT HEARING

The Court will conduct a final fairness hearing regarding the proposed settlement (the "Final Settlement Hearing") on _____, 2017, at _____am, in Department 22 of the Stanislaus County Superior Court, located at 801 10th Street, Modesto, California 95354. The Court will determine: (i) whether the lawsuit should finally be certified as a class action for settlement purposes; (ii) whether the settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (iii) whether the Settlement Class Members should be bound by the terms of the settlement; (iv) the amount of the attorneys' fees and costs to be awarded to Plaintiff's Attorneys; and (v) the amount that should be awarded to Plaintiff as a service payment. At the Final Settlement Hearing, the Court will hear all properly filed objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself.

WHAT ARE YOUR OPTIONS?

- **OPTION 1 – FOR FORMER EMPLOYEES ONLY - SUBMIT THE ENCLOSED CLAIM FORM AND RECEIVE A SETTLEMENT PAYMENT**

IF YOU WERE NO LONGER EMPLOYED BY CENTRAL VALLEY GAMING, LLC AS OF [PRELIMINARY APPROVAL DATE] AND YOU WISH TO RECEIVE A SETTLEMENT PAYMENT, YOU MUST COMPLETELY FILL OUT AND TIMELY SUBMIT THE ENCLOSED CLAIM FORM, POSTMARKED TO THE SETTLEMENT ADMINISTRATOR NO LATER THAN [60 days after mailing]. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If you move, you must update your address with the Settlement Administrator. If you disagree with the amount of Individual Workweeks indicated in section E above, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked no later than [60 days after mailing]. The Settlement Administrator's address is [Settlement Administrator address].

- **OPTION 2 – FOR CURRENT EMPLOYEES ONLY – DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT**

IF YOU WERE EMPLOYED BY CENTRAL VALLEY GAMING, LLC AS OF [PRELIMINARY APPROVAL DATE] AND YOU WISH TO RECEIVE A SETTLEMENT PAYMENT, YOU NEED NOT TAKE ANY FURTHER ACTION. YOU WILL BE MAILED A SETTLEMENT PAYMENT AT YOUR ADDRESS ON FILE WITH THE SETTLEMENT

ADMINISTRATOR IF YOU DO NOT OPT OUT OF THE SETTLEMENT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If you move, you must update your address with the Settlement Administrator. If you disagree with the amount of Individual Workweeks indicated in section E above, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked no later than [60 days after mailing]. The Settlement Administrator's address is [Settlement Administrator address].

- **OPTION 3 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Settlement Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Settlement Hearing, you may object to the proposed settlement in writing. If you object in writing, you may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed to the Settlement Administrator at [Settlement Administrator address]. Objections must be postmarked no later than _____ [60 days after mailing]. Late objections will not be considered.

- **OPTION 4 – EXCLUDE YOURSELF FROM THE SETTLEMENT**

You have a right to exclude yourself ("opt out") from the Settlement Class, but if you choose to do so, you will not receive any benefits from the proposed settlement. You will not be bound by a judgment in this case and you will have the right to file your own lawsuit against the Defendant and pursue your own claims in a separate suit. You can opt out of the Class by mailing a written request for exclusion to the Settlement Administrator at the above-stated address, such that it is postmarked no later than _____ [60 days after mailing]. Late requests for exclusion will not be considered. To be valid, a request for exclusion must (1) state your name and last four digits of your social security number, (2) state your address and telephone number, (3) include a statement that you request exclusion from the Settlement, and (4) be signed by you.

- **OPTION 4 – DO NOTHING**

If you are a former employee of Central Valley Gaming, LLC and if you take no action in response to this Notice, you will not receive a settlement payment, but you will give up all rights against Defendant which are detailed in Section D above. If you are a current employee of Central Valley Gaming, LLC and if you take no action in response to this Notice, you will receive a settlement payment and you will give up all rights against Defendant which are detailed in Section D above.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the detailed "Settlement Agreement and Release of Claims" which is on file with the Clerk of the Court. The pleadings and other records in the lawsuit may be examined at any time during regular business hours at the Office of the Clerk of the Stanislaus County Superior Court, located at 801 10th Street, Modesto, California 95354.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at [address], [telephone number] or Class Counsel at (866) 550-0855. Please refer to the Central Valley Gaming Class Action Settlement.

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT
OR THE CLAIMS PROCESS.

**BY ORDER OF THE SUPERIOR COURT OF
THE STATE OF CALIFORNIA**

EXHIBIT 2

[PRINTED ON YELLOW PAPER]

ESAKHANI v. CENTRAL VALLEY GAMING, LLC

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS
Case No. 2020667**

CLAIM FORM

IF YOU WERE NO LONGER EMPLOYED BY CENTRAL VALLEY GAMING, LLC AS OF [PRELIMINARY APPROVAL DATE] THEN IN ORDER TO BE ELIGIBLE TO RECEIVE MONEY FROM THE CLASS ACTION SETTLEMENT OF THE LAWSUIT IDENTIFIED ABOVE, YOU MUST COMPLETE IN FULL, SIGN, DATE, AND MAIL THIS CLAIM FORM ON OR BEFORE _____, 2017, ADDRESSED AS FOLLOWS:

CENTRAL VALLEY GAMING CLASS ACTION SETTLEMENT c/o ILYM Group, Inc. _____ _____ Phone: _____
--

INCOMPLETE AND/OR UNTIMELY CLAIM FORMS WILL BE REJECTED!

IF YOU WERE EMPLOYED BY CENTRAL VALLEY GAMING, LLC AS OF [PRELIMINARY APPROVAL DATE], YOU DO NOT NEED TO FILL OUT THIS CLAIM FORM

I. INSTRUCTIONS:

1. Please complete this form only if you wish to participate in the settlement. Do not complete this form if you wish to exclude yourself from the settlement.
2. To be eligible to participate in this settlement and receive a monetary recovery, you must have been employed by Central Valley Gaming, LLC ("Defendant") in California in a non-exempt position for some or all of the period between June 28, 2012 and June 5, 2017 (the "Class Period").
3. Your completed Claim Form must be postmarked on or before _____, 2017 or it will be rejected. Your Claim Form must be filled out completely and signed, or it will be rejected. If you move, please send the Settlement Administrator your new address. It is your responsibility to keep a current address on file with the Settlement Administrator.
4. For additional details and information, please read the attached Notice of Class Action Settlement.

II. PERSONAL INFORMATION

Please legibly print the following information using black or blue ink (not pencil or red or green ink):

Name (first, middle and last): _____

Home Street Address: _____

City, State, Zip Code: _____

Home Telephone Number: (____) _____- _____

Social Security Number: _____-____-_____

III. RELEASE OF CLAIMS

Upon the Effective Date of the Settlement and subject to Defendant's full payment of all sums required by the Settlement, all Class Members who do not opt out of the settlement will release Defendant Central Valley Gaming, LLC and its former and present parents, subsidiaries, officers, directors, and affiliates, and their former and present officers, directors, employees, partners, attorneys, shareholders and agents, and any other successors, assigns, or legal representatives ("Released Parties"), from any and all claims that were or could have been asserted in the Action based on the facts alleged in the First Amended Complaint arising during the Class Period for all periods of time during which a Class Member was employed by Defendant in California in a non-exempt position.

I declare under penalty of perjury under the laws of the State of California that everything I have written on this Claim Form is true and correct, and was signed on the date set forth below.

(Signature)

Date

(Print name)