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8 TOJYIA GREEN and all others similarly situated
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9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF ORANGE**
12 **(UNLIMITED JURISDICTION)**

13 TOJYIA GREEN, on behalf of herself and all
14 others similarly situated, and as an “aggrieved
15 employees” on behalf of other “aggrieved
employee” under the Labor Code Private
Attorneys General Act of 2004,

16 *Plaintiff(s),*

17 vs.

18
19 MAGNUM MANAGEMENT CORPORATION,
an Ohio corporation; CEDAR FAIR, L.P., a
20 Delaware limited partnership; and DOES 1–50,
inclusive,

21 *Defendant(s).*
22

Case No. 30-2022-01276962-CU-OE-CXC

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
CLASS NOTICE**

Action filed: August 24, 2022
Dept: CX-101, The Honorable
William D. Claster

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1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiff Tojyia Green (“Plaintiff”) and defendants Magnum Management Corporation
3 and Six Flags Entertainment Corporation, as successor by merger to Cedar Fair, L.P. (collectively
4 “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or
5 individually as “Party.”

6 **1. DEFINITIONS.**

7 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
8 Defendants captioned “Tojyia Green, on behalf of herself, and all others similarly situated, and
9 as an ‘aggrieved employee’ on behalf of other ‘aggrieved employees’ under the Labor Code
10 Private Attorneys General Act of 2004, *Plaintiff(s)*, vs. Magnum Management Corporation, an
11 Ohio corporation; Cedar Fair, L.P., an Ohio limited partnership; and DOES 1 through 50,
12 inclusive, *Defendant(s)*,” Case No. 30-2022-01276962-CU-OE-CXC initiated on August 24,
2022 and pending in Superior Court of the State of California, County of Orange.

13 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have
14 agreed to appoint to administer the Settlement.

15 1.3. “Administration Expenses Payment” means the amount the Administrator will be
16 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
17 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
with Preliminary Approval of the Settlement.

18 1.4. “Aggrieved Employee” means a person employed by Defendants in California as
19 a Picnic CaterOps or Hotel Banquet employee and classified as hourly and non-exempt who
20 worked for Defendants during the PAGA Period.

21 1.5. “Class” means all persons employed by Defendants in California as a Picnic
22 CaterOps or Hotel Banquet employee and classified as hourly and non-exempt who worked for
Defendants during the Class Period.

23 1.6. “Class Counsel” means David Glenn Spivak of The Spivak Law Firm and Walter
24 L. Haines of United Employees Law Group.

25 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
26 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
27 expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from August 24, 2018 to the date the Court preliminarily approves this class action settlement.

1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. “Court” means the Superior Court of California, County of Orange.

1.16. “Defendants” means named Defendants Magnum Management Corporation and Six Flags Entertainment Corporation, as successor by merger to Cedar Fair, L.P.

1.17. “Defense Counsel” means Julie A. Marquis and Dane M. Willis of Freeman Mathis & Gary, LLP.

1.18. “Effective Date” means the date by which both of the following have occurred: (a) the court enters a judgment on its order granting final approval of the Settlement; and (b) the judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the judgment; or if a timely appeal from the judgment is filed, the

1 day after the appellate court affirms the judgment and issues a remittitur.

2 1.19. “Final Approval” means the Court’s order granting final approval of the
3 Settlement.

4 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final
5 Approval of the Settlement.

6 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final
7 Approval of the Settlement. A proposed Final Judgment form is attached as Exhibit F.

8 1.22. “Gross Settlement Amount” means \$900,000.00 which is the total amount
9 Defendants agree to pay under the Settlement except as provided in Paragraph 10 below. The
10 Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA
11 Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class
12 Representative Service Payment and the Administrator’s Expenses.

13 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata
14 share of the Net Settlement Amount calculated according to the number of Workweeks worked
15 during the Class Period.

16 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of
17 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the
18 PAGA Period.

19 1.25. “Judgment” means the judgment entered by the Court based upon the Final
20 Approval.

21 1.26. “LWDA” means the California Labor and Workforce Development Agency.

22 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the
23 LWDA under Labor Code section 2699, subd. (i).

24 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following
25 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
26 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
27 Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be
28 paid to Participating Class Members as Individual Class Payments.

1.29. “Non-Participating Class Member” means any Class Member who opts out of the
Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. “Notice Packet” means the Class Notice (Exhibit A), the Election Not to

1 Participate in Settlement form (Exhibit B), the Class Workweek/ PAGA Pay Periods Dispute form
2 (Exhibit C), and the Objection form (Exhibit D) in English with Spanish translations.

3 1.31. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee
4 worked for Defendants for at least one day during the PAGA Period.

5 1.32. "PAGA Period" means the period from August 19, 2021 to the date the Court
6 preliminarily approves this class action settlement.

7 1.33. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

8 1.34. "PAGA Notice" means Plaintiff's August 19, 2022 letter to Defendants and the
9 LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

10 1.35. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from
11 the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$5,000.00) and the
12 75% to LWDA (\$15,000.00) in settlement of PAGA claims.

13 1.36. "Participating Class Member" means a Class Member who does not submit a valid
14 and timely Request for Exclusion from the Settlement.

15 1.37. "Plaintiff" means Tojyia Green, the named Plaintiff in the Action.

16 1.38. "Preliminary Approval" means the Court's Order Granting Preliminary Approval
17 of the Settlement.

18 1.39. "Preliminary Approval Order" means the proposed Order Granting Preliminary
19 Approval and Approval of PAGA Settlement. A proposed Preliminary Approval Order form is
20 attached as Exhibit E.

21 1.40. "Released Class Claims" means the claims being released as described in
22 Paragraph 6.2 below.

23 1.41. "Released PAGA Claims" means the claims being released as described in
24 Paragraph 6.3 below.

25 1.42. "Released Parties" means: Defendants and each of their current and former
26 parents, owners, subsidiaries, divisions, and affiliated or related persons or entities, and each of
27 their respective officers, directors, employees, partners, shareholders, attorneys, agents, executors
28 and assigns, including but not limited to Six Flags Entertainment Corporation.

1.43. "Request for Exclusion" means a Class Member's submission of a written request
to be excluded from the Class Settlement signed by the Class Member. An Election Not to
Participate in Settlement form is attached as Exhibit B.

1 1.44. “Response Deadline” means 60 days after the Administrator mails Notice to Class
2 Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a)
3 fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or
4 her Objection to the Settlement. Class Members to whom Notice Packets are resent after having
5 been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond
6 the date the Response Deadline has expired.

7 1.45. “Settlement” means the disposition of the Action effected by this Agreement and
8 the Judgment.

9 1.46. “Workweek” means any week during which a Class Member worked for
10 Defendants for at least one day, during the Class Period. A Workweek Dispute form is attached
11 as Exhibit C.

12 **2. RECITALS.**

13 2.1. On August 24, 2022, Plaintiff commenced this Action by filing a Complaint
14 alleging causes of action against Defendants for failure to pay wages, unauthorized and unlawful
15 wage deductions, failure to provide meal periods, failure to authorize and permit rest periods,
16 failure to indemnify for business expenses, failure to issue proper wage statements, failure to
17 timely pay wages, and related claims. On October 26, 2022, Plaintiff filed a First Amended
18 Complaint alleging causes of action against Defendants for failure to pay wages, unauthorized
19 and unlawful wage deductions, failure to provide meal periods, failure to authorize and permit
20 rest periods, failure to indemnify for business expenses, failure to issue proper wage statements,
21 failure to timely pay wages, and related allegations. The First Amended Complaint is the
22 operative complaint in the Action (the “Operative Complaint.”) Defendants deny the allegations
23 in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative
24 Complaint and deny any and all liability for the causes of action alleged.

25 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written
26 notice to Defendants and the LWDA by sending the PAGA Notice.

27 2.3. On May 29, 2024, the Parties participated in an all-day mediation presided over
28 by Chris Barnes which led to this Agreement to settle the Action.

 2.4. Prior to the mediation, Plaintiff obtained, through informal discovery, the number

1 of comparable employees, the number of workweeks, the number of pay periods, sample time
2 records, sample payroll records, written policies, and related information. Plaintiff's investigation
3 was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*
4 (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th
116, 129-130 ("*Dunk/Kullar*").

5 2.5. The Court has not granted class certification.

6 2.6. The Parties, Class Counsel and Defense Counsel are aware of the *Novella v.*
7 *CEDAR FAIR, L.P., et al.* class action, Case No. 30-2024-01383614-CU-OE-CXC, which was
8 filed *after* the Action on March 4, 2024 on behalf of all non-exempt employees for alleged unpaid
9 wages, unprovided meal and rest breaks, and unreimbursed business expenses. This action is
10 currently pending in Orange County Superior court. The Parties, Class Counsel and Defense
11 Counsel represent that they are not aware of any other pending matter or action filed *before* the
12 Action asserting claims that will be extinguished or affected by the Settlement.

12 **3. MONETARY TERMS.**

13 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 10 below,
14 Defendants promise to pay \$900,000.00 and no more as the Gross Settlement Amount and to
15 separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual
16 Class Payments. Defendants may, but have no obligation, to pay the Gross Settlement Amount
17 (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement, though
18 Defendants must pay by that deadline. The Administrator will disburse the entire Gross
19 Settlement Amount without asking or requiring Participating Class Members or Aggrieved
20 Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount
will revert to Defendants.

21 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
22 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
the Court in the Final Approval:

23 3.2.1. To Plaintiff: Class Representative Service Payment to the Class
24 Representative of not more than \$15,000.00 (in addition to any Individual Class Payments and
25 any Individual PAGA Payments the Class Representative is entitled to receive as a Participating
26 Class Member). Defendants will not oppose Plaintiff's request for a Class Representative Service
27 Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment

1 and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class
2 Representative Service Payment no later than 16 court days prior to the Final Approval Hearing.
3 If the Court approves a Class Representative Service Payment less than the amount requested, the
4 Administrator will retain the remainder in the Net Settlement Amount. The Administrator will
5 pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full
responsibility and liability for employee taxes owed on the Class Representative Service Payment.

6 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than
7 33.33%, which is currently estimated to be \$300,000.00 and a Class Counsel Litigation Expenses
8 Payment of not more than \$25,000.00. Defendants will not oppose requests for these payments
9 provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion
10 for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court
11 days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment
12 and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the
13 Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall
14 have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any
15 portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The
16 Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment
17 using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for
18 taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses
Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or
controversy regarding any division or sharing of any of these Payments.

19 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
20 \$12,500.00 except for a showing of good cause and as approved by the Court. To the extent the
21 Administration Expenses are less or the Court approves payment less than \$12,500.00, the
22 Administrator will retain the remainder in the Net Settlement Amount.

23 3.2.4. To Each Participating Class Member: An Individual Class Payment
24 calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
25 by all Participating Class Members during the Class Period and (b) multiplying the result by each
Participating Class Member's Workweeks.

26 3.2.4.1. Tax Allocation of Individual Class Payments. 33.33% of
27 each Participating Class Member's Individual Class Payment will be allocated to settlement of

1 wage claims (the “Wage Portion”). The Wage Portions are subject to tax withholding and will be
2 reported on an IRS W-2 Form. The 66.67% of each Participating Class Member’s Individual
3 Class Payment will be allocated to settlement of claims for interest and penalties (the “Non-Wage
4 Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on
5 IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any
employee taxes owed on their Individual Class Payment.

6 3.2.4.2. Effect of Non-Participating Class Members on Calculation
7 of Individual Class Payments. Non-Participating Class Members will not receive any Individual
8 Class Payments. The Administrator will retain amounts equal to their Individual Class Payments
9 in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

10 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the
11 amount of \$20,000.00 to be paid from the Gross Settlement Amount, with 75% (\$15,000.00)
12 allocated to the LWDA PAGA Payment and 25% (\$5,000.00) allocated to the Individual PAGA
Payments.

13 3.2.5.1. The Administrator will calculate each Individual PAGA Payment
14 by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties
15 (\$5,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees
16 during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA
17 Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on
their Individual PAGA Payment.

18 3.2.5.2. If the Court approves PAGA Penalties of less than the amount
19 requested, the Administrator will allocate the remainder to the Net Settlement Amount. The
20 Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

21 **4. SETTLEMENT FUNDING AND PAYMENTS.**

22 4.1. Class Workweeks. Based on a review of their records from the beginning of the
23 Class Period to September 22, 2024, Defendants estimate there are 449 Class Members who
24 collectively worked a total of 16,863 Workweeks.

25 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval
26 of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in
27 the form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the

1 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
2 of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator
3 employees who need access to the Class Data to effect and perform under this Agreement.
4 Defendants have a continuing duty to immediately notify Class Counsel if they discover that the
5 Class Data omitted class member identifying information and to provide corrected or updated
6 Class Data as soon as reasonably feasible. Without any extension of the deadline by which
7 Defendants must send the Class Data to the Administrator, the Parties and their counsel will
8 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related
9 to missing or omitted Class Data.

10 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross
11 Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll
12 taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.
13 Defendants may, but are not obligated to, fund all or any part of the Gross Settlement Amount
14 anytime prior to the Effective Date, without penalty, and with any such funds to be held in escrow
15 by the Administrator until such time as they are scheduled to be disbursed under the terms of this
16 Agreement.

17 4.4. Payments from the Gross Settlement Amount. Within 28 days after Effective
18 Date, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA
19 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel
20 Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative
21 Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation
22 Expenses Payment and the Class Representative Service Payment shall not precede disbursement
23 of Individual Class Payments and Individual PAGA Payments.

24 4.4.1. The Administrator will issue checks for the Individual Class Payments
25 and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail,
26 postage prepaid. The face of each check shall prominently state the date (not less than 180 days
27 after the date of mailing) when the check will be voided. The Administrator will cancel all checks
28 not cashed by the void date. The Administrator will send checks for Individual Settlement
Payments to all Participating Class Members (including those for whom the Notice Packet was
returned undelivered). The Administrator will send checks for Individual PAGA Payments to all
Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved

1 Employees (including those for whom the Notice Packet was returned undelivered). The
2 Administrator may send Participating Class Members a single check combining the Individual
3 Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator
4 must update the recipients' mailing addresses using the National Change of Address Database.

5 4.4.2. The Administrator must conduct a Class Member Address Search for all
6 other Class Members whose checks are returned undelivered without USPS forwarding address.
7 Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the
8 USPS forwarding address provided or to an address ascertained through the Class Member
9 Address Search. The Administrator need not take further steps to deliver checks to Class Members
10 whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a
11 replacement check to any Class Member whose original check was lost or misplaced, requested
12 by the Class Member prior to the void date.

13 4.4.3. For any Class Member whose Individual Class Payment check or
14 Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator
15 shall transmit the funds represented by such checks to the California Controller's Unclaimed
16 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to
17 the requirements of California Code of Civil Procedure Section 384, subd. (b).

18 4.4.4. The payment of Individual Class Payments and Individual PAGA
19 Payments shall not obligate Defendants to confer any additional benefits or make any additional
20 payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in
21 this Agreement.

22 **5. [OMITTED]**

23 **6. RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund both the
24 entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the
25 Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims
26 against all Released Parties as follows:

27 6.1 Plaintiff's Release. Plaintiff and her respective former and present spouses,
28 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
and discharge Released Parties from all claims, transactions, or occurrences that occurred during
the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have
been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims

1 that were, or reasonably could have been, alleged based on facts contained in the Operative
2 Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 6.3,
3 below. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to
4 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
5 benefits, social security benefits, workers' compensation benefits that arose at any time, or based
6 on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts
7 or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be
8 true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
9 notwithstanding such different or additional facts or Plaintiff's discovery of them.

10 6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
11 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
12 and benefits, if any, of section 1542 of the California Civil Code, which reads:

13 **A general release does not extend to claims that the creditor or releasing party does**
14 **not know or suspect to exist in his or her favor at the time of executing the release,**
15 **and that if known by him or her would have materially affected his or her settlement**
16 **with the debtor or Released Party.**

17 6.2 Release by Participating Class Members Who Are Not Aggrieved Employees:
18 All Participating Class Members, on behalf of themselves and their respective former and present
19 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
20 Parties from all claims stated in the Operative Complaint and those that reasonably could have
21 been alleged based solely upon the facts alleged in the Operative Complaint. Except as set forth
22 in Section 6.3 of this Agreement, Participating Class Members do not release any other claims,
23 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
24 Housing Act, unemployment insurance, disability, social security, workers' compensation, or
25 claims based on facts occurring outside the Class Period.

26 6.3 Release of PAGA Claim. Plaintiff releases all claims for civil penalties under
27 PAGA stated in Plaintiff's pre-filing letter to the LWDA and those that reasonably could have
28 been alleged based solely upon the facts alleged in Plaintiff's pre-filing letter to the LWDA.
Plaintiff releases all claims for civil penalties that could have been sought by the Labor

Commissioner for the alleged violations identified in Plaintiff's pre-filing letter to the LWDA; Plaintiff does not release the claim for wages or damages of any Aggrieved Employee unless such Aggrieved Employee is a Participating Class Member.

6.4 Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts alleged in Plaintiff's pre-filing letter to the LWDA.

7. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals. A Preliminary Approval Order form is attached as Exhibit E.

7.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Notice Packet; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699,

1 subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to
2 the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or
3 potential conflict of interest with Class Members and the Administrator. In their Declarations,
4 Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action
5 filed before the Action asserting claims that will be extinguished or adversely affected by the
6 Settlement.

7 7.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
8 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later
9 than 60 days after the full execution of this Agreement; obtaining a prompt hearing date for the
10 Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion
11 for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary
12 Approval to the Administrator.

13 7.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion
14 for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
15 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
16 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
17 Preliminary Approval or conditions Preliminary Approval on any material change to this
18 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
19 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
20 otherwise satisfy the Court's concerns.

21 **8. NO PUBLICITY REGARDING THE SETTLEMENT.** Class Counsel and Plaintiff
22 shall not publicize or communicate the fact or terms of the settlement on any social media,
23 internet site, print media, or marketing/advertising materials. The Court shall have the power to
24 enjoin violations of this provision and the prevailing party shall be entitled to its attorneys' fees
25 and costs.

26 **9. SETTLEMENT ADMINISTRATION.**

27 9.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc.
28 to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc.
agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this

1 Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel
2 represent that they have no interest or relationship, financial or otherwise, with the Administrator
3 other than a professional relationship arising out of prior experiences administering settlements.

4 9.2 Employer Identification Number. The Administrator shall have and use its own
5 Employer Identification Number for purposes of calculating payroll tax withholdings and
6 providing reports to state and federal tax authorities.

7 9.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund
8 that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury
9 Regulation section 468B-1.

10 9.4 Notice to Class Members.

11 9.4.1 No later than three (3) business days after receipt of the Class Data, the
12 Administrator shall notify Class Counsel that the list has been received and state the number of
13 Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

14 9.4.2 Using best efforts to perform as soon as possible, and in no event later than
15 14 days after receiving the Class Data, the Administrator will send to all Class Members identified
16 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Notice Packet
17 with Spanish translation, if applicable, substantially in the forms attached to this Agreement as
18 **Exhibits A, B, C, and D**. The first page of the Class Notice shall prominently estimate the dollar
19 amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class
20 Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these
21 amounts. Before mailing Notice Packets, the Administrator shall update Class Member addresses
22 using the National Change of Address database.

23 9.4.3 Not later than three (3) business days after the Administrator’s receipt of
24 any Notice Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice
25 Packet using any forwarding address provided by the USPS. If the USPS does not provide a
26 forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail
27 the Notice Packet to the most current address obtained. The Administrator has no obligation to
28 make further attempts to locate or send Notice Packets to Class Members whose Notice Packet is
returned by the USPS a second time.

9.4.4 The deadlines for Class Members’ written objections, Challenges to
Workweeks and/or Pay Periods (disputes), and Requests for Exclusion will be extended an

1 additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class
2 Members whose notice is re-mailed. The Administrator will inform the Class Member of the
3 extended deadline with the re-mailed Notice Packet.

4 9.4.5 If the Administrator, Defendants or Class Counsel is contacted by or
5 otherwise discovers any persons who believe they should have been included in the Class Data
6 and should have received the Notice Packet, the Parties will expeditiously meet and confer in
7 person or by telephone, and in good faith, in an effort to agree on whether to include them as Class
8 Members. If the Parties agree, such persons will be Class Members entitled to the same rights as
9 other Class Members, and the Administrator will send, via email or overnight delivery, a Class
10 Notice requiring them to exercise options under this Agreement not later than 14 days after receipt
11 of Class Notice, or the deadline dates in the Class Notice, which ever are later.

12 9.5 Requests for Exclusion (Opt-Outs).

13 9.5.1 Class Members who wish to exclude themselves (opt-out of) the Class
14 Settlement must send the Administrator, by fax, email, or mail, a signed written Request for
15 Exclusion not later than 60 days after the Administrator mails the Notice Packet (plus an
16 additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for
17 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates
18 the Class Member's election to be excluded from the Settlement and includes the Class Member's
19 name, address and email address or telephone number. To be valid, a Request for Exclusion must
20 be timely faxed, emailed, or postmarked by the Response Deadline. An Election Not to Participate
21 in Settlement form, attached as Exhibit B, may be used for this purpose but is not required.

22 9.5.2 The Administrator may not reject a Request for Exclusion as invalid
23 because it fails to contain all the information specified in the Class Notice. The Administrator
24 shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the
25 identity of the person as a Class Member and the Class Member's desire to be excluded. The
26 Administrator's determination shall be final and not appealable or otherwise susceptible to
27 challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion,
28 the Administrator may demand additional proof of the Class Member's identity. The
Administrator's determination of authenticity shall be final and not appealable or otherwise
susceptible to challenge.

9.5.3 Every Class Member who does not submit a timely and valid Request for

1 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all
2 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
3 Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless of whether the
4 Participating Class Member actually receives the Class Notice or objects to the Settlement.

5 9.5.4 Every Class Member who submits a valid and timely Request for
6 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment
7 or have the right to object to the class action components of the Settlement. Because future PAGA
8 claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class
9 Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph
6.4 of this Agreement and are eligible for an Individual PAGA Payment.

10 9.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days
11 after the Administrator mails the Notice Packet (plus an additional 14 days for Class Members
12 whose Notice Packet is re-mailed) to challenge the number of Class Workweeks and PAGA Pay
13 Periods (if any) allocated to the Class Member in the Class Notice. This is also known as a dispute.
14 A Workweek/PAGA Pay Period Dispute form, attached as Exhibit C, may be used for this
15 purpose but is not required. The Class Member may challenge the allocation by communicating
16 with the Administrator via fax, email or mail. The Administrator must encourage the challenging
17 Class Member to submit supporting documentation. In the absence of any contrary
18 documentation, the Administrator is entitled to presume that the Workweeks contained in the
19 Class Notice are correct so long as they are consistent with the Class Data. The Administrator's
20 determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final
21 and not appealable or otherwise susceptible to challenge. The Administrator shall promptly
22 provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense
23 Counsel and Class Counsel and the Administrator's determination of the challenges.

24 9.7 Objections to Settlement.

25 9.7.1 Only Participating Class Members may object to the class action
26 components of the Settlement and/or this Agreement, including contesting the fairness of the
27 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel
28 Litigation Expenses Payment and/or Class Representative Service Payment.

9.7.2 Participating Class Members may send written objections to the
Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear

1 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
2 Hearing. A Participating Class Member who elects to send a written objection to the
3 Administrator must do so not later than 60 days after the Administrator's mailing of the Notice
4 Packet (plus an additional 14 days for Class Members whose Notice Packet was re-mailed). An
5 The Objection form attached as Exhibit D may be used for this purpose but is not required.

6 9.7.3 Non-Participating Class Members have no right to object to any of the class
7 action components of the Settlement.

8 9.8 Administrator Duties. The Administrator has a duty to perform or observe all
9 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

10 9.8.1 Website, Email Address and Toll-Free Number. The Administrator will
11 establish and maintain and use an internet website to post information of interest to Class
12 Members including the date, time and location for the Final Approval Hearing and copies of the
13 Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Notice
14 Packet, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class
15 Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final
16 Approval and the Judgment. The Administrator will also maintain and monitor an email address
17 and a toll-free telephone number to receive Class Member calls, faxes and emails.

18 9.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator
19 will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not
20 later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion,
21 the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the
22 names and other identifying information of Class Members who have timely submitted valid
23 Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of
24 Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
25 Exclusion from Settlement submitted (whether valid or invalid).

26 9.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide
27 written reports to Class Counsel and Defense Counsel that, among other things, tally the number
28 of: Notice Packets mailed or re-mailed, Notice Packets returned undelivered, Requests for
Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks
and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments
and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the

1 Administrator's assessment of the validity of Requests for Exclusion and attach copies of all
2 Requests for Exclusion and objections received.

3 9.8.4 Workweek and/or Pay Period Challenges. The Administrator has the
4 authority to address and make final decisions consistent with the terms of this Agreement on all
5 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
6 Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7 9.8.5 Administrator's Declaration. Not later than 14 days before the date by
8 which Plaintiff is required to file the Motion for Final Approval of the Settlement, the
9 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
10 for filing in Court attesting to its due diligence and compliance with all of its obligations under
11 this Agreement, including, but not limited to, its mailing of the Notice Packets, the Notice Packets
12 returned as undelivered, the re-mailing of Notice Packets, attempts to locate Class Members, the
13 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
14 number of written objections and attach the Exclusion List. The Administrator will supplement
15 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
16 for filing the Administrator's declaration(s) in Court.

17 9.8.6 Final Report by Administrator. Within 10 days after the Administrator
18 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel
19 and Defense Counsel with a final report detailing its disbursements by employee identification
20 number only of all payments made under this Agreement. At least 15 days before any deadline
21 set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense
22 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all
23 payments required under this Agreement. Class Counsel is responsible for filing the
24 Administrator's declaration in Court.

25 **10. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on a review of their
26 records from the beginning of the Class Period to September 22, 2024, Defendants estimate there
27 are 449 Class Members who collectively worked a total of 16,863 Workweeks. If the Workweeks
28 as of the date the Court approves the settlement exceeds 16,863 by more than 10%, then either,
at the option of Defendants, (1) the Gross Settlement Amount (including the Class Counsel Fees
Payment) will increase by a pro-rata dollar value equal to the number of Workweeks in excess of

1 18,549 Workweeks (the 10% escalation limit) or (2) the Class Period End Date will be the last
2 day of the workweek when the actual number of Workweeks exceeds 16,863 by 10% (i.e., the
3 number of Workweeks increases above 18,549.) In the event Defendants elect the former, for
4 example, if the actual number of Workweeks is determined to be 11% higher than 16,863 (i.e.,
5 the number of Workweeks increases to 18,718), the Gross Settlement Amount shall be increased
6 by 1%.

7 **11. DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for
8 Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members,
9 Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties
10 agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect
11 whatsoever, and that neither Party will have any further obligation to perform under this
12 Agreement; provided, however, Defendants will remain responsible for paying all Settlement
13 Administration Expenses incurred to that point. Defendants must notify Class Counsel and the
14 Court of their election to withdraw not later than seven (7) days after the Administrator sends the
15 final Exclusion List to Defense Counsel; late elections will have no effect.

16 **12. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared
17 Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement
18 that includes a request for approval of the PAGA settlement under Labor Code section 2699,
19 subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for
20 Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later
21 than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense
22 Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve
23 any disagreements concerning the Motion for Final Approval.

24 12.1 Response to Objections. Each Party retains the right to respond to any objection
25 raised by a Participating Class Member, including the right to file responsive documents in Court
26 no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
27 accepted by the Court.

28 12.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
Approval on any material change to the Settlement (including, but not limited to, the scope of

1 release to be granted by Class Members), the Parties will expeditiously work together in good
2 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
3 Approval. The Court's decision to award less than the amounts requested for the Class
4 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
5 Expenses Payment and/or Administrator Expenses Payment shall not constitute a material
6 modification to the Agreement within the meaning of this paragraph.

7 12.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of
8 Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
9 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
10 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11 12.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms
12 and conditions of this Agreement, specifically including the Class Counsel Fees Payment and
13 Class Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their
14 respective counsel, and all Participating Class Members who did not object to the Settlement as
15 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
16 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
17 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
18 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
19 Parties' obligations to perform under this Agreement will be suspended until such time as the
20 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
21 the amount of the Net Settlement Amount.

22 12.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If
23 the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
24 material modification of this Agreement (including, but not limited to, the scope of release to be
25 granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
26 expeditiously work together in good faith to address the appellate court's concerns and to obtain
27 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
28 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
the Court's award of the Class Representative Service Payment or any payments to Class Counsel
shall not constitute a material modification of the Judgment within the meaning of this paragraph,
as long as the Gross Settlement Amount remains unchanged.

1
2 **13. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
3 Procedure section 384, the Parties will work together in good faith to jointly submit a proposed
4 amended judgment.

5 **14. ADDITIONAL PROVISIONS.**

6 14.1 No Admission of Liability, Class Certification or Representative Manageability
7 for Other Purposes. This Agreement represents a compromise and settlement of highly disputed
8 claims. Nothing in this Agreement is intended or should be construed as an admission by
9 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants
10 have any liability for any claims asserted; nor should it be intended or construed as an admission
11 by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree the Settlement
12 is not an admission of any liability or wrongdoing. Defendants deny any liability or wrongdoing
13 of any kind and further deny that, for any purpose other than settling the Action, this action is or
14 would be appropriate for representative treatment. Defendants maintain, among other things, that
15 they have complied with California law in all aspects, and continue to do so. Nothing in the
16 Settlement Term Sheet or Settlement negotiations, approval of Settlement, orders related to
17 Settlement or any other aspect of the Settlement will be construed or deemed as an admission of
18 liability, culpability, negligence, or wrongdoing on the part of Defendants. The Parties agree that
19 class certification and representative treatment is for purposes of this Settlement only. If, for any
20 reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants
21 reserve the right to contest certification of any class for any reasons, and Defendants reserve all
22 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class
23 certification on any grounds available and to contest Defendants' defenses. The Settlement, this
24 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
25 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
26 Settlement and this Agreement).

27 14.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel,
28 Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval
of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or
cause or permit another person to disclose, disseminate or publicize, any of the terms of the

1 Agreement directly or indirectly, specifically or generally, to any person, corporation, association,
2 government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses,
3 all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter;
4 (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a
5 court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
6 government agency.

7 Each Party agrees to immediately notify each other Party of any judicial or agency
8 order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and
9 Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other
10 communication, before the filing of the Motion for Preliminary Approval, with any third party
11 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
12 "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's
13 communications with Class Members in accordance with Class Counsel's ethical obligations
14 owed to Class Members.

15 14.3 No Solicitation. The Parties separately agree that they and their respective
16 counsel and employees will not solicit any Class Member to opt out of or object to the Settlement,
17 or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
18 Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical
19 obligations owed to Class Members.

20 14.4 Integrated Agreement. Upon execution by all Parties and their counsel, this
21 Agreement together with its attached exhibits shall constitute the entire agreement between the
22 Parties relating to the Settlement, superseding any and all oral representations, warranties,
23 covenants, or inducements made to or by any Party.

24 14.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant
25 and represent that they are authorized by Plaintiff and Defendants, respectively, to take all
26 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
27 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
28 terms of this Agreement including any amendments to this Agreement.

14.6 Cooperation. The Parties and their counsel will cooperate with each other and
use their best efforts, in good faith, to implement the Settlement by, among other things,
modifying the Settlement Agreement, submitting supplemental evidence and supplementing

1 points and authorities as requested by the Court. In the event the Parties are unable to agree upon
2 the form or content of any document necessary to implement the Settlement, or on any
3 modification of the Agreement that may become necessary to implement the Settlement, the
4 Parties will seek the assistance of a mediator and/or the Court for resolution.

5 14.7 No Prior Assignments. The Parties separately represent and warrant that they
6 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
7 or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
8 action, or right released and discharged by the Party in this Settlement.

9 14.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense
10 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
11 Settlement be relied upon as such within the meaning of United States Treasury Department
12 Circular 230 (31 CFR Part 10, as amended) or otherwise.

13 14.9 Modification of Agreement. This Agreement, and all parts of it, may be
14 amended, modified, changed, or waived only by an express written instrument signed by all
15 Parties or their representatives, and approved by the Court.

16 14.10 Agreement Binding on Successors. This Agreement will be binding upon, and
17 inure to the benefit of, the successors of each of the Parties.

18 14.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will
19 be governed by and interpreted according to the internal laws of the state of California, without
20 regard to conflict of law principles.

21 14.12 Cooperation in Drafting. The Parties have cooperated in the drafting and
22 preparation of this Agreement. This Agreement will not be construed against any Party on the
23 basis that the Party was the drafter or participated in the drafting.

24 14.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
25 entered during the Action and in this Agreement relating to the confidentiality of information
26 shall survive the execution of this Agreement.

27 14.14 Use and Return of Class Data. Information provided to Class Counsel pursuant
28 to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class
Counsel by Defendants in connection with the mediation, other settlement negotiations, or in
connection with the Settlement, may be used only with respect to this Settlement, and no other
purpose, and may not be used in any way that violates any existing contractual agreement, statute,

1 or rule of court. Not later than 20 days after the date when the Court discharges the
2 Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement
3 funds, Class Counsel and their agents shall ensure the verified return or destruction of all
4 documents, data, and other materials obtained, generated, or accessed through either formal or
5 informal means in the initiation and/or pendency of this litigation. This includes, but is not limited
6 to, documents reflecting Defendants' time and/or pay records, policies, and any other confidential
7 or proprietary information produced or accessed during the initiation and/or pendency of this
8 litigation. Class Counsel shall submit a declaration to the Court and provide a copy to Defense
9 Counsel, confirming that all copies of such materials, both physical and electronic, have been
10 destroyed in accordance with this provision. .

11 14.15 Headings. The descriptive heading of any section or paragraph of this Agreement
12 is inserted for convenience of reference only and does not constitute a part of this Agreement.

13 14.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
14 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
15 weekend or federal legal holiday, such date or deadline shall be on the first business day
16 thereafter.

17 14.17 Notice. All notices, demands or other communications between the Parties in
18 connection with this Agreement will be in writing and deemed to have been duly given as of the
19 third business day after mailing by United States mail, or the day sent by email or messenger,
20 addressed as follows:

21 To Plaintiff:
22 David Glenn Spivak, Esq.
23 The Spivak Law Firm
24 8605 Santa Monica Bl
25 PMB 42554
26 West Hollywood, CA 90069
27 david@spivaklaw.com

28 To Defendant:
Julie A. Marquis, Esq.
Dane M. Willis, Esq.
Freeman Mathis & Gary, LLP
1010 B St., Suite 400
San Rafael, CA 94901
jmarquis@fmglaw.com

dane.willis@fmglaw.com

14.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

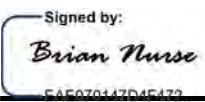
14.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, pursuant to CCP section 583.330 the deadline to extend the date to bring a case to trial under CCP section 583.310 is tolled for the entire period of this settlement process.

14.20 Disputes. To the extent that any dispute between the Parties as to the terms of the settlement agreement cannot be resolved directly between counsel, the dispute(s) shall be presented to the Mediator, Chris Barnes.

Dated: 04 / 07 / 2025, 2025

By: 
TOJYIA GREEN

Dated: 4/3/2025, 2025

By: 
Brian Nurse
Chief Legal & Compliance Officer and
Corporate Secretary
Six Flags Entertainment Corporation
duly authorized representative for
MAGNUM MANAGEMENT
CORPORATION and as successor by
merger to CEDAR FAIR, L.P.

THE SPIVAK LAW FIRM

1 Dated: 04 / 08 / 2025, 2025

By:



DAVID GLENN SPIVAK, Attorneys
for Plaintiff, TOJYIA GREEN and all
others similarly situated

UNITED EMPLOYEES LAW GROUP

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6
7 Dated: _____, 2025

By:

WALTER L. HAINES, Attorneys for
Plaintiff, TOJYIA GREEN, and all
others similarly situated

FREEMAN MATHIS & GARY, LLP

10
11
12 Dated: April 3, 2025

By:



Julie A. Marquis, Attorneys for
Defendants MAGNUM
MANAGEMENT CORPORATION,
and SIX FLAGS ENTERTAINMENT
CORPORATION, as successor by
merger to CEDAR FAIR, L.P.

1 Dated: _____, 2025

By:

DAVID GLENN SPIVAK, Attorneys
for Plaintiff, TOJYIA GREEN and all
others similarly situated

UNITED EMPLOYEES LAW GROUP

6
7 Dated: April 8, 2025

By:


WALTER L. HAINES, Attorneys for
Plaintiff, TOJYIA GREEN, and all
others similarly situated

FREEMAN MATHIS & GARY, LLP

11
12 Dated: April 3, 2025

By:


Julie A. Marquis, Attorneys for
Defendants MAGNUM
MANAGEMENT CORPORATION,
and SIX FLAGS ENTERTAINMENT
CORPORATION, as successor by
merger to CEDAR FAIR, L.P.

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EXHIBIT A

1 **COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING**
2 **DATE FOR FINAL COURT APPROVAL**

3 *(Tojyia Green v. Magnum Management Corporation; Case No. 30-2022-01276962-CU-OE-*
4 *CXC)*

5 ***The Superior Court for the State of California authorized this Notice. Read it carefully!***
6 ***It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

7 **You may be eligible to receive money** from an employee class action lawsuit (“Action”) against Magnum Management Corporation and Cedar Fair, L.P. (“Defendants¹”) for alleged violations of California’s labor laws. The Action was filed by Defendants’ former employee Tojyia Green (“Plaintiff”) and seeks payment of (1) wages and other relief for a class of all persons employed by Defendants in California as a Picnic CaterOps or Hotel Banquet employee and classified as hourly and non-exempt who worked for Defendants during the Class Period of August 24, 2018 to <<the date the Court preliminarily approves this class action settlement>> (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all persons employed by Defendants in California as a Picnic CaterOps or Hotel Banquet employee and classified as hourly and non-exempt who worked for Defendants during the PAGA Period of August 19, 2021 to <<the date the Court preliminarily approves this class action settlement>> (“Aggrieved Employees”).

13 The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

16 Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$<<IndividualClassPaymentAmount>> (less withholding) and your Individual PAGA Payment is estimated to be \$<<IndividualPAGAPaymentAmount>>.** The estimated dollar value of a Workweek is <<\$increment type value>> and a PAGA Pay Period is <<@PayPeriodValue>>. The actual amount you may receive likely will be different and will depend on a number of factors. If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period. The individual payments amounts will vary. However, the average Individual Class Payment to a Class Member is estimated to be <<\$Average Individual Class Payment Amount>>. The average Individual PAGA Payment to an Aggrieved Employee is estimated to be <<\$Average Individual PAGA Payment Amount>>.

23 The above estimates are based on Defendants’ records showing that **you worked <<__>> Workweeks** during the Class Period and **you worked <<__>> Pay Periods** during the PAGA Period. If you believe that you worked more Workweeks or Pay Periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

26
27 ¹ The term “Defendants” in this document includes Six Flags Entertainment Corporation, as successor by merger to Cedar Fair L.P.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period claims for California labor law violations against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is <<RESPONSE DEADLINE>>	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. You can use the enclosed Election Not To Participate In Settlement form for this purpose. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.

		You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement		All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. You can use the enclosed Objection form for this purpose. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
Written Objections Must be Submitted by <<RESPONSE DEADLINE>>		
You Can Participate in the <<FinalApprovalHearingDate>> Final Approval Hearing		The Court’s Final Approval Hearing is scheduled to take place on <<FinalApprovalHearingDate>>. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing whether or not they submitted a written objection. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweek / Pay Periods		The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <<RESPONSE DEADLINE>>. See Section 4 of this Notice. You can use the enclosed Workweeks/PAGA Pay Periods Dispute form for this purpose.
Written Challenges Must be Submitted by <<RESPONSE DEADLINE>>		

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failure to pay wages, provide meal periods, authorize and permit rest periods, indemnify for business expenses, issue proper wage statements, timely pay wages, and related violations of the Labor Code. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the PAGA (Labor Code section 2698 and sections that follow) (“PAGA”). Plaintiff is represented by attorneys in the Action: David Glenn Spivak of The Spivak Law Firm and Walter L. Haines of United Employees Law Group (“Class Counsel.”)

1 Defendants strongly deny violating any laws or failing to pay any wages and contend they
2 complied with all applicable laws.

3 **2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

4 So far, the Court has made no determination whether Defendants or Plaintiff are correct on the
5 merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an
6 effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather
7 than continuing the expensive and time-consuming process of litigation. The negotiations were
8 successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to
9 jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff
10 and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final
11 Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By
12 agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

13 Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they
14 believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount
15 considering the strength of the claims and the risks and uncertainties of continued litigation; and
16 (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court
17 preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this
18 Notice, and scheduled a hearing to determine Final Approval.

19 **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

20 A. Gross Settlement Amount. Defendants Will Pay \$900,000.00 as the Gross
21 Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement
22 into an account controlled by the Administrator of the Settlement. The Administrator will use the
23 Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class
24 Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the
25 Administrator’s expenses, and penalties to be paid to the California Labor and Workforce
26 Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will
27 fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes
28 final. The Judgment will be final on the date the Court enters Judgment, or a later date if
Participating Class Members object to the proposed Settlement or the Judgment is appealed.

21 B. Court Approved Deductions from Gross Settlement. At the Final Approval
22 Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions
23 from the Gross Settlement, the amounts of which will be decided by the Court at the Final
Approval Hearing:

24 1. Attorney Fees and Costs. Up to \$300,000.00 (33 and 1/3% of the Gross
25 Settlement to Class Counsel for attorneys’ fees and up to \$25,000.00 for their litigation expenses.
To date, Class Counsel have worked and incurred expenses on the Action without payment.

26 2. Class Representative Service Payment. Up to \$15,000.00 as a Class
27 Representative Service Payment for filing the Action, working with Class Counsel and

1 representing the Class. A Class Representative Service Payment will be the only monies Plaintiff
2 will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

3 3. Administration Expenses. Up to \$12,500.00 to the Administrator for
4 services administering the Settlement.

5 4. PAGA Penalties. Up to \$20,000.00 for PAGA Penalties, allocated 75% to
6 the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees
7 based on their PAGA Pay Periods.

8 Participating Class Members have the right to object to any of these deductions. The Court
9 will consider all objections.

10 Based on a review of their records from the beginning of the Class Period to September
11 22, 2024, Defendants estimate there are 449 Class Members who collectively worked a total of
12 16,863 Workweeks. If the Workweeks as of the date the Court approves the settlement exceeds
13 16,863 by more than 10%, then either, at the option of Defendants, (1) the Gross Settlement
14 Amount (including the Class Counsel Fees Payment) will increase by a pro-rata dollar value equal
15 to the number of Workweeks in excess of 18,549 Workweeks (the 10% escalation limit) or (2)
16 the Class Period End Date will be the date the actual number of Workweeks exceeds 16,863 by
17 10% (i.e., the number of Workweeks increases above 18,549.) In the event Defendants elect the
18 former, for example, if the actual number of Workweeks is determined to be 11% higher than
19 16,863 (i.e., the number of Workweeks increases to 18,718), the Gross Settlement Amount shall
20 be increased by 1%.

21 C. Net Settlement Distributed to Class Members. After making the above deductions
22 in amounts approved by the Court, the Administrator will distribute the rest of the Gross
23 Settlement (the "Net Settlement Amount") by making Individual Class Payments to Participating
24 Class Members based on their Class Period Workweeks.

25 D. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking
26 the Court to approve an allocation of 33.33% of each Individual Class Payment to taxable wages
27 ("Wage Portion") and 66.67% to interest and penalties ("Non-Wage Portion."). The Wage Portion
28 is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately
pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are
counted as penalties rather than wages for tax purposes. The Administrator will report the
Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS
1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving
you any advice on whether your Payments are taxable or how much you might owe in taxes. You
are responsible for paying all taxes (including penalties and interest on back taxes) on any
Payments received from the proposed Settlement. You should consult a tax advisor if you have
any questions about the tax consequences of the proposed Settlement.

1 E. Need to Promptly Cash Payment Checks. The front of every check issued for
2 Individual Class Payments and Individual PAGA Payments will show the date when the check
3 expires (the void date). If you don't cash it by the void date, your check will be automatically
4 cancelled, and the monies will be deposited with the California Controller's Unclaimed Property
5 Fund (https://www.sco.ca.gov/search_upd.html) in your name.

6 If the monies represented by your check are sent to the Controller's Unclaimed Property Fund,
7 you should consult the rules of the Fund for instructions on how to retrieve your money. You can
8 contact the Unclaimed Property Fund at (800) 992-4647.

9 F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated
10 as a Participating Class Member, participating fully in the Class Settlement, unless you notify the
11 Administrator in writing, not later than <<RESPONSE DEADLINE>>, that you wish to opt-out.
12 The easiest way to notify the Administrator is to email, fax, or mail a written and signed Request
13 for Exclusion by the <<RESPONSE DEADLINE>> Response Deadline. The Request for
14 Exclusion should be a letter from a Class Member or his/her representative setting forth a Class
15 Member's name, present address, telephone number, and a simple statement electing to be
16 excluded from the Settlement. You may use the enclosed Election Not To Participate In
17 Settlement form for this purpose. Excluded Class Members (i.e., Non-Participating Class
18 Members) will not receive Individual Class Payments, but will preserve their rights to personally
19 pursue wage and hour claims against Defendants.

20 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
21 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for
22 Individual PAGA Payments and are required to give up their right to assert PAGA claims against
23 Defendants based on the PAGA Period facts alleged in the Action. In addition, Plaintiff releases
24 Defendants from civil penalties they may owe to the Aggrieved Employees.

25 G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
26 possible the Court will decline to grant Final Approval of the Settlement or decline enter a
27 Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff
28 and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not
pay any money and Class Members will not release any claims against Defendants.

29 H. Administrator. The Court has appointed a neutral company, ILYM Group, Inc.
30 (the "Administrator") to send this Notice, calculate and make payments, and process Class
31 Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges
32 over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks
33 necessary to administer the Settlement. The Administrator's contact information is contained in
34 Section 9 of this Notice.

35 I. Participating Class Members' Release. After the Judgment is final and Defendants
36 have fully funded the Gross Settlement (and separately paid all employer payroll taxes),
37 Participating Class Members will be legally barred from asserting any of the claims released under
38 the Settlement. This means that unless you opted out by validly excluding yourself from the Class
Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or

1 their officers, directors, employees, and agents for wages based on the Class Period facts and
2 PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this
Settlement.

3 The Participating Class Members will be bound by the following release:

4 All Participating Class Members, on behalf of themselves and their respective
5 former and present representatives, agents, attorneys, heirs, administrators,
6 successors, and assigns, release Released Parties from all claims stated in the
7 Operative Complaint and those based solely upon the facts alleged in the Operative
8 Complaint. Except as set forth in Section 6.3 of the Settlement Agreement,
9 Participating Class Members do not release any other claims, including claims for
vested benefits, wrongful termination, violation of the Fair Employment and
Housing Act, unemployment insurance, disability, social security, workers'
compensation, or claims based on facts occurring outside the Class Period.

10 J. The PAGA Release. After the Court's judgment is final, and Defendants have paid
11 the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved
12 Employees will be barred from asserting PAGA claims against Defendants, whether or not they
13 exclude themselves from the Settlement and Plaintiff releases all claims for civil penalties that
14 could have been sought by the Labor Commissioner for the violations identified in Plaintiff's
15 pre-filing letter to the LWDA. This means that all Aggrieved Employees, including those who
16 are Participating Class Members and those who opt-out of the Class Settlement, cannot sue,
continue to sue or participate in any other PAGA claim against Defendants or their related entities
based on the PAGA Period facts alleged in the Action and resolved by this Settlement. Plaintiff
does not release the claim for wages or damages of any Aggrieved Employee unless such
Aggrieved Employee is a Participating Class Member.

17 The Aggrieved Employees' Releases for Participating and Non-Participating Class
18 Members are as follows:

19 All Participating and Non-Participating Class Members who are Aggrieved
20 Employees are deemed to release, on behalf of themselves and their
21 respective former and present representatives, agents, attorneys, heirs,
22 administrators, successors, and assigns, the Released Parties, from all
23 claims for PAGA penalties that were alleged, or reasonably could have been
24 alleged, based on the PAGA Period facts stated in the Operative Complaint
25 and the PAGA Notice.

26 **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

27 A. Individual Class Payments. The Administrator will calculate Individual Class
28 Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
by all Participating Class Members, and (b) multiplying the result by the number of Workweeks
worked by each individual Participating Class Member.

1 B. Individual PAGA Payments. The Administrator will calculate Individual PAGA
2 Payments by (a) dividing \$5,000.00 by the total number of PAGA Pay Periods worked by all
3 Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked
4 by each individual Aggrieved Employee.

5 C. Workweek/Pay Period Challenges. The number of Class Workweeks you worked
6 during the Class Period and the number of PAGA Pay Periods you worked during the PAGA
7 Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have
8 until <<RESPONSE DEADLINE>> to challenge the number of Workweeks and/or Pay Periods
9 credited to you. You can submit your challenge by signing and sending a letter to the
10 Administrator by email, fax or regular U.S. mail. You can use the enclosed Dispute form for this
11 purpose. Section 9 of this Notice has the Administrator's contact information.

12 You need to support your challenge by submitting copies of pay stubs or other records.
13 The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based
14 on Defendants' records as accurate unless you send copies of records containing contrary
15 information. You should send copies rather than originals because the documents will not be
16 returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based
17 on your submission and on input from Class Counsel (who will advocate on behalf of
18 Participating Class Members) and Defendants' Counsel. The Administrator's decision is final.
19 You can't appeal or otherwise challenge its final decision.

20 **5. HOW WILL I GET PAID?**

21 A. Participating Class Members. The Administrator will send, by U.S. mail, a single
22 check to every Participating Class Member (i.e., every Class Member who doesn't opt-out)
23 including those who also qualify as Aggrieved Employees. The single check will combine the
24 Individual Class Payment and the Individual PAGA Payment.

25 B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a
26 single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class
27 Settlement (i.e., every Non-Participating Class Member).

28 **Your check will be sent to the same address as this Notice. If you change your
address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has
the Administrator's contact information.**

1 **6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

2 Email, fax, or mail a written and signed letter with your name, present address, telephone
3 number, and a simple statement that you do not want to participate in the Settlement. You may
4 use the enclosed Election Not To Participate In Settlement form for this purpose. The
5 Administrator will exclude you based on any writing communicating your request be excluded.
6 Be sure to personally sign your request, identify the Action as *Tojyia Green vs. Magnum*
7 *Management Corporation*, Case No. 30-2022-01276962-CU-OE-CXC, and include your
8 identifying information (full name, address, telephone number, approximate dates of

employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. You should send your Request for Exclusion to the Administrator by email, fax, or regular U.S. mail. **The Administrator must be sent your request to be excluded by <<RESPONSE DEADLINE>>, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information. If you are an Aggrieved Employee, you will still receive an Individual PAGA Payment.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them and the Settlement Agreement on the Administrator's Website <<ADMINISTRATOR WEBSITE>> or the Court's website <<COURT WEBSITE>>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is <<RESPONSE DEADLINE>>.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Tojyia Green vs. Magnum Management Corporation*, case no. 30-2022-01276962-CU-OE-CXC, and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information. You may use the enclosed Objection form for this purpose. You should send your objection to the Administrator by email, fax, or regular U.S. mail.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on <<FINAL APPROVAL HEARING DATE>> at <<FINAL APPROVAL HEARING TIME>> in Department CX-101 of the Orange County Superior Court, located at Civil Complex Center, 751 W Santa Ana Bl., Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and

1 the Administrator. The Court will invite comment from objectors, Class Counsel and Defense
2 Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally
3 or virtually by <<CourtConnect/CourtCall/MicrosoftTeams>>
(https://www.<<CourtVirtualAppearanceLink>>). Check the Court's website for the most current
4 information.

5 It's possible the Court will reschedule the Final Approval Hearing. You should check the
6 Administrator's website <<ADMINISTRATOR WEBSITE>> beforehand or contact Class Counsel
7 to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

8 The Agreement sets forth everything Defendants and Plaintiff have promised to do under the
9 proposed Settlement. The easiest way to read the Agreement, the Judgment or any other
10 Settlement documents is to go to the Administrator's website at <<CLERK OF COURT'S PHONE
11 NUMBER>>. You can also telephone or send an email to Class Counsel or the Administrator
12 using the contact information listed below, or consult the Superior Court website by going to
13 (<http://www.<<COURT'S WEBSITE>>.aspx>) and entering the Case Number for the Action, Case
14 No. 30-2022-01276962-CU-OE-CXC. You can also make an appointment to personally review
15 court documents in the Clerk's Office at the Civil Complex Center by calling <<CLERK OF
16 COURT'S PHONE NUMBER>>.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

16 Name of Attorney: David Glenn Spivak
17 Email Address: david@spivaklaw.com
18 Name of Firm: The Spivak Law Firm
19 Mailing Address: 8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
20 Telephone: (213) 725-9094

Administrator:

22 Name of Company: ILYM Group, Inc.
23 Email Address: ____
24 Mailing Address: ____
25 Telephone: ____
26 Fax Number: ____

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

1 If you lose or misplace your settlement check before cashing it, the Administrator will replace it
2 as long as you request a replacement before the void date on the face of the original check. If
3 your check is already void you should consult the Unclaimed Property Fund
(https://www.sco.ca.gov/search_upd.html) for instructions on how to retrieve the funds. You can
4 contact the Unclaimed Property Fund at (800) 992-4647.

5 **11. WHAT IF I CHANGE MY ADDRESS?**

6 To receive your check, you should immediately notify the Administrator if you move or otherwise
7 change your mailing address.

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EXHIBIT B

1 *Green v. Magnum Management Corporation*
2 **Superior Court of the State of California, County of Orange**
3 Case No. 30-2022-01276962-CU-OE-CXC

4 **ELECTION NOT TO PARTICIPATE IN SETTLEMENT FORM**

5 **IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND BE ELIGIBLE FOR**
6 **A SHARE OF THE SETTLEMENT PROCEEDS,**
7 **DO NOT FILL OUT THIS FORM.**

8 **IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, YOU MUST COMPLETE AND**
9 **SIGN THIS DOCUMENT AND MAIL IT TO THE ADDRESS BELOW, EMAILED, FAXED, OR**
10 **POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:**

11 *Green v. Magnum Management Corporation* Class Action Administrator
12 c/o ____
13 ____
14 ____

15 I declare as follows: I have received notice of the proposed settlement in this action and I wish to be
16 excluded from the class and ***not*** to participate in the proposed settlement. I understand this means that I will not be
17 bound by the Settlement and also will not share in the settlement proceeds. I understand that exclusion from the
18 Class Settlement will not result in exclusion from the PAGA portion of the Settlement. If I am an Aggrieved
19 Employee under the Settlement, I will still receive an Individual PAGA Payment.

20 ____
21 (Typed or Printed Name)

22 ____
23 (Address)

24 ____
25 (City, State, Zip Code)

26 ____
27 (Telephone Number, Including Area Code)

28 ____
(Identification Number)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and
correct and was executed on ____.

Dated: ____.
(Signature)

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EXHIBIT C

1 **WORK WEEK/PAGA PAY PERIOD DISPUTE FORM**

2 Superior Court of The State of California

3 For The County of Orange

4 *Tojyia Green v. Magnum Management Corporation*, Case No. 30-2022-01276962-CU-OE-
CXC

5 Indicate Name/Address Changes, if any:

6 <<Name>>

<<Address>>

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

XX - XX - ____

8
9 The amount of your estimated Settlement Award is based upon the number of Eligible
10 Workweeks you worked between August 24, 2018 and <<the date the Court preliminarily
11 approves this class action settlement>> and Eligible Pay Periods you worked between August
12 19, 2021 and the date the Court preliminarily approves this class action settlement. "Work Week"
13 means any week during which a Class Member worked for Defendants or any other Released
14 Party for at least one day, during the Class Period. "PAGA Pay Period" means any Pay Period
during which an Aggrieved Employee worked for Defendants or any other Released Party for at
least one day during the PAGA Period. The number of Work Weeks and PAGA Pay Periods
applicable to your claim are set forth below.

15 **YOUR ELIGIBLE WORKWEEKS/ PAY PERIODS**

16 Defendants' records indicate that you worked <<number of Workweeks>> Workweeks between
17 August 24, 2018 and <<the date the Court preliminarily approves this class action settlement>>
18 and <<number of PAGA Pay Periods>> PAGA Pay Periods between August 19, 2021 through
<<the date the Court preliminarily approves this class action settlement.>>

19 **YOUR ESTIMATED SETTLEMENT AWARD AND DISPUTE PROCEDURE**

20 Under the terms of the Class Action Settlement, you are entitled to receive an Individual Class
21 Payment in the approximate estimated amount of <<\$Class Settlement Share Amount>>, minus
22 all applicable payroll and tax deductions, after the Court approves the Settlement and it goes into
23 effect. This process may take six months or more. You will receive a Form W-2 reflecting the
24 payment to you. Your Settlement Share reflected on this Notice is only an estimate. The exact
amount of the payment could vary, up or down. You are also entitled to receive an Individual
PAGA Payment in the approximate estimated amount of <<\$PAGA Settlement Share Amount>>

25 If you wish to dispute the number of Workweeks or Pay Periods credited to you, or anything else
26 about your employment status, you must complete and return this form by indicating what you
27 believe is incorrect on the blank lines below and return it on or before <<RESPONSE
DEADLINE>> to the Administrator by email, fax, or regular U.S. Mail with proof of the

1 submission date (such as a postmark or delivery service date stamp). You may use this
2 Workweek/PAGA Pay Period Dispute form for this purpose. You must also send any documents
3 or other information that you contend supports your belief that the information set forth above is
4 incorrect. The Administrator will resolve any dispute based upon Defendants' records and any
5 information you provide. Please be advised that the information on this Workweek/ PAGA Pay
6 Period Dispute Form is presumed to be correct unless the documents you submit are company
7 records from Defendants.

8 **UNLESS YOU ARE FILING A DISPUTE REGARDING THE NUMBER OF**
9 **WORKWEEKS OR PAGA PAY PERIODS, RECEIPT OF A SETTLEMENT**
10 **PAYMENT, OR YOUR EMPLOYMENT STATUS, YOU DO NOT NEED TO TAKE**
11 **ANY ACTION**

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EXHIBIT D

1 **OBJECTION FORM**

2 ***Tojyia Green v. Magnum Management Corporation***
3 **Superior Court of the State California, County of Orange**
4 **Case No. 30-2022-01276962-CU-OE-CXC**

5 Please verify and/or complete any missing identifying information:

6 CPT ID: <<CPT ID>>

7 <<Name>>

8 <<Address1>>

9 <<Address2>>

10 <<City>>, <<State>> <<Zip>>

CORRECT NAME AND ADDRESS HERE:

Telephone Number: (____) ____ - ____

11 **THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE**
12 **SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF**
13 **YOU OBJECT TO THE SETTLEMENT, YOU SHOULD SIGN AND COMPLETE THIS**
14 **FORM ACCURATELY AND IN ITS ENTIRETY (OR ONE LIKE IT), AND YOU**
15 **SHOULD EMAIL IT TO <<____@____.COM>>, FAX IT TO <<XXX-XXX-**
16 **XXXX>>, OR MAIL IT BY FIRST CLASS U.S. MAIL TO THE ADMINISTRATOR SO**
17 **THAT IT IS POSTMARKED ON OR BEFORE <<RESPONSE DEADLINE>>. THE**
18 **ADDRESS FOR THE ADMINISTRATOR IS NOTED ON PAGE TWO OF THIS FORM.**

19 **IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM.**
20 **THE ADMINISTRATOR WILL SEND THIS OBJECTION AND ANY SUPPORTING**
21 **DOCUMENTS TO THE ATTORNEYS FOR THE PARTIES. THE ATTORNEYS FOR**
22 **THE PARTIES WILL FILE THE OBJECTION WITH THE COURT.**

23 The Court will consider your objection at the Final Approval Hearing if you timely submit it.
24 Include any and all evidence and supporting papers (including, without limitation, all briefs,
25 written evidence, and declarations) that you would like the Court to consider. However, you may
26 speak to the Court at the final approval hearing whether or not you submit a timely objection.

27 [] I OBJECT to the *Tojyia Green v. Magnum Management Corporation* Settlement on the
28 following grounds (if additional space necessary, please include additional sheets of paper):

[] I am or will be represented by an attorney (provide name and address of attorney on lines below if applicable):

Executed on _____, 2025

(Signature)

<<Name>>

(Printed Name)

EMAIL TO THE ADMINISTRATOR: <<_____@_____.COM>>

FAX TO THE ADMINISTRATOR: <<(XXX) XXX-XXXX>>

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL
POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:

Tojyia Green v. Magnum Management Corporation Administrator
[ADDRESS]

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EXHIBIT E

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Case No. 30-2022-01276962-CU-OE-CXC

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Action filed: August 24, 2022
Dept: CX-101, The Honorable
William D. Claster

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Agreement”), and supporting papers, HEREBY ORDERS THE FOLLOWING:

1. The Court grants preliminary approval of the Settlement and the Settlement Class based upon the terms set forth in the Settlement filed as an Exhibit to the Motion for Preliminary Approval. All terms herein shall have the same meaning as defined in the Settlement. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing. The Court will make a determination at the hearing on the motion for final approval of class action settlement (the “Final Approval Hearing”) as to whether the Settlement is fair, adequate and reasonable to the Settlement Class.

2. For purposes of this Preliminary Approval Order, the “Class” means All persons employed by Defendants in California as a Picnic CaterOps or Hotel Banquet employee and classified as hourly and non-exempt who worked for Defendants during the Class Period (collectively “Class Members”). The “Class Period” shall mean the period of time from August 24, 2018, through the date the Court preliminarily approves this class action settlement.

3. Based on a review of their records from the beginning of the Class Period to September 22, 2024, Defendants estimate there are 449 Class Members who collectively worked a total of 16,863 Work Weeks. If the Work Weeks as of the date the Court approves the settlement exceeds 16,863 by more than 10%, then either, at the option of Defendants, (1) the Gross Settlement Amount (including the Class Counsel Fees Payment) will increase by a pro-rata dollar value equal to the number of Work Weeks in excess of 18,549 Work Weeks (the 10% escalation limit) or (2) the Class Period End Date will be the date the actual number of Work Weeks exceeds 16,863 by 10% (i.e., the number of Work Weeks increases above 18,549.) In the event Defendants elect the former, for example, if the actual number of Work Weeks is determined to be 11% higher

1 than 16,863 (i.e., the number of Work Weeks increases to 18,718), the Gross Settlement Amount
2 shall be increased by 1%.

3 4. “Effective Date” means the date by which both of the following have occurred:
4 (a) the court enters a judgment on its order granting final approval of the Settlement; and (b) the
5 judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
6 Participating Class Member objects to the Settlement, the day the Court enters judgment; (b) if
7 one or more Participating Class Members objects to the Settlement, the day after the deadline for
8 filing a notice of appeal from the judgment; or if a timely appeal from the judgment is filed, the
9 day after the appellate court affirms the judgment and issues a remittitur.
10

11 5. This action is provisionally certified pursuant to section 382 of the California Code
12 of Civil Procedure and Rule 3.760, et seq. of the California Rules of Court as a class action for
13 purposes of settlement only with respect to the proposed Settlement Class.
14

15 6. Not later than 15 days after the Court grants Preliminary Approval of the
16 Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the
17 form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the
18 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
19 of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator
20 employees who need access to the Class Data to effect and perform under the Settlement
21 Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they
22 discover that the Class Data omitted class member identifying information and to provide
23 corrected or updated Class Data to the Administrator as soon as reasonably feasible. Without any
24 extension of the deadline by which Defendants must send the Class Data to the Administrator, the
25 Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or
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1 otherwise resolve any issues related to missing or omitted Class Data.

2 7. No later than three (3) business days after receipt of the Class Data, the
3 Administrator shall notify Class Counsel that the list has been received and state the number of
4 Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

5 8. Using best efforts to perform as soon as possible, and in no event later than 14
6 days after receiving the Class Data, the Administrator will send to all Class Members identified
7 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Notice Packet
8 with Spanish translation, if applicable substantially in the forms attached to this order as **Exhibits**
9 **A, B, C, and D.** The first page of the Class Notice shall prominently estimate the dollar amounts
10 of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member,
11 and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts.
12 Before mailing Notice Packets, the Administrator shall update Class Member addresses using the
13 National Change of Address database.
14

15 9. Not later than three (3) business days after the Administrator’s receipt of any
16 Notice Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice
17 Packet using any forwarding address provided by the USPS. If the USPS does not provide a
18 forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail
19 the Notice Packet to the most current address obtained. The Administrator has no obligation to
20 make further attempts to locate or send Notice Packet to Class Members whose Notice Packet is
21 returned by the USPS a second time.
22

23 10. Class Counsel’s contact information is David Glenn Spivak, Esq., The Spivak Law
24 Firm, 8605 Santa Monica Bl, PMB 42554, West Hollywood, CA 90069 and Walter L. Haines of
25 United Employees Law Group, 8605 Santa Monica Bl., PMB 63354, West Hollywood, CA
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1 90069.

2 11. Defense Counsel's contact information is Julie A. Marquis and Dane M. Willis of
3 Freeman Mathis & Gary, LLP, 1010 B St., Suite 400, San Rafael, CA 94901.

4 12. The deadlines for Class Members' written objections, Challenges to Workweeks
5 and/or Pay Periods (disputes), and Requests for Exclusion will be extended an additional 14 days
6 beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is
7 re-mailed. The Administrator will inform the Class Member of the extended deadline with the
8 re-mailed Notice Packet.
9

10 13. If the Administrator, Defendants or Class Counsel is contacted by or otherwise
11 discovers any persons who believe they should have been included in the Class Data and should
12 have received Notice Packet, the Parties will expeditiously meet and confer in person or by
13 telephone, and in good faith, in an effort to agree on whether to include them as Class Members.
14 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
15 Members, and the Administrator will send, via email or overnight delivery, a Notice Packet
16 requiring them to exercise options under the Settlement Agreement not later than 14 days after
17 receipt of Notice Packet, or the deadline dates in the Notice Packet, which ever are later.
18

19 14. Requests for Exclusion. Class Members who wish to exclude themselves (opt-out
20 of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written
21 Request for Exclusion not later than 60 days after the Administrator mails the Notice Packet (plus
22 an additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for
23 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates
24 the Class Member's election to be excluded from the Settlement and includes the Class Member's
25 name, address and email address or telephone number. To be valid, a Request for Exclusion must
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1 be timely faxed, emailed, or postmarked by the Response Deadline. An Election Not to Participate
2 in Settlement form, attached as Exhibit B, may be used for this purpose but is not required.

3 15. The Administrator may not reject a Request for Exclusion as invalid because it
4 fails to contain all the information specified in the Class Notice. The Administrator shall accept
5 any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of
6 the person as a Class Member and the Class Member's desire to be excluded. The Administrator's
7 determination shall be final and not appealable or otherwise susceptible to challenge. If the
8 Administrator has reason to question the authenticity of a Request for Exclusion, the
9 Administrator may demand additional proof of the Class Member's identity. The Administrator's
10 determination of authenticity shall be final and not appealable or otherwise susceptible to
11 challenge.
12

13 16. Every Class Member who does not submit a timely and valid Request for Exclusion
14 is deemed to be a Participating Class Member under the Settlement Agreement, entitled to all
15 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
16 Members' Releases under Paragraphs 6.2 and 6.3 of the Settlement, regardless whether the
17 Participating Class Member actually receives the Class Notice or objects to the Settlement.
18

19 17. Every Class Member who submits a valid and timely Request for Exclusion is a
20 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
21 right to object to the class action components of the Settlement. Plaintiff releases all claims for
22 civil penalties that could have been sought by the Labor Commissioner for the violations
23 identified in Plaintiff's pre-filing letter to the LWDA; Plaintiff does not release the claim for
24 wages or damages of any Aggrieved Employee unless such Aggrieved Employee is a
25 Participating Class Member.
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18. Challenges to Calculation of Workweeks/PAGA Pay Periods. Each Class Member shall have 60 days after the Administrator mails the Notice Packet (plus an additional 14 days for Class Members whose Notice Packet is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. This is also known as a dispute. A Workweek/PAGA Pay Period Dispute form, attached as Exhibit C, may be used for this purpose but is not required. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

19. Objections to Settlement. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

20. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do

1 so not later than 60 days after the Administrator's mailing of the Notice Packet (plus an additional
2 14 days for Class Members whose Notice Packet was re-mailed). An The Objection form attached
3 as Exhibit D may be used for this purpose but is not required.

4 21. Non-Participating Class Members have no right to object to any of the class action
5 components of the Settlement.

6 22. Not later than 14 days before the date by which Plaintiff is required to file the
7 Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and
8 Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and
9 compliance with all of its obligations under the Settlement Agreement, including, but not limited
10 to, its mailing of the Notice Packets, the Notice Packets returned as undelivered, the re-mailing
11 of Notice Packets, attempts to locate Class Members, the total number of Requests for Exclusion
12 from Settlement it received (both valid or invalid), the number of written objections and attach
13 the Exclusion List. The Administrator will supplement its declaration as needed or requested by
14 the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's
15 declaration(s) in Court.

16 23. The Court approves, as to form and content, the Class Notice in substantially the
17 form attached as Exhibit A to this Order, the Election Not to Participate in Settlement form in
18 substantially the form attached as Exhibit B to this Order, the Workweek/PAGA Pay Period
19 Dispute form in substantially the form attached as Exhibit C to this Order, and the Objection form
20 in substantially the form attached as Exhibit D to this Order.

21 24. The Court approves, for settlement purposes only, David Glenn Spivak of The
22 Spivak Law Firm and Walter L. Haines of United Employees Law Group as Class Counsel.

23 25. The Court approves, for settlement purposes only, Tojyia Green as the Class
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1 Representative.

2 26. The Court approves ILYM Group, Inc. as the Administrator.

3 27. The Court preliminarily approves Class Counsel's request for attorneys' fees and
4 costs subject to final review by the Court.

5 28. The Court preliminarily approves the estimated Administrator costs payable to the
6 Administrator subject to final review by the Court.

7 29. The Court preliminarily approves Plaintiff's Class Representative Service
8 Payment subject to final review by the Court.

9 30. Class Counsel and Plaintiff shall not publicize or communicate the fact or terms
10 of the settlement on any social media, internet site, print media, or marketing/advertising
11 materials. The Court shall have the power to enjoin violations of this provision and the prevailing
12 party shall be entitled to its attorneys' fees and costs.

13 31. Within twenty (20) days following the distribution of all settlement distribution
14 payments to all Parties, Class Counsel and their agents shall ensure the verified return or
15 destruction of all documents, data, and other materials obtained, generated, or accessed through
16 either formal or informal means in the initiation and/or pendency of this litigation. This includes,
17 but is not limited to, documents reflecting Defendants' time and/or pay records, policies, and any
18 other confidential or proprietary information produced or accessed during the initiation and/or
19 pendency of this litigation. Within fourteen (14) days of the return and deletion of documents and
20 data, Class Counsel shall submit a declaration under penalty of perjury to the Court and serve a
21 copy on Defense Counsel confirming the verified return or destruction of all documents and data,
22 including electronic copies.

23 32. A Final Approval Hearing shall be held on ____ at .m. in Department CX-101
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1 of the Superior Court for the State of California, County of Orange, located at the Civil Complex
2 Center, 751 W Santa Ana Bl., Santa Ana, CA 92701 to consider the fairness, adequacy and
3 reasonableness of the proposed Settlement preliminarily approved by this Preliminary Approval
4 Order, and to consider the application of Class Counsel for attorneys' fees and costs and the Class
5 Representative Service Payment to the Class Representative. The notice of motion and all briefs
6 and materials in support of the motion for final approval of class action settlement and motion for
7 attorneys' fees and litigation costs shall be served and filed with this Court on or before ____.
8 Plaintiff's counsel must give notice to any objecting party of any continuance of the hearing of
9 the motion for final approval.
10

11 33. If for any reason the Court does not execute and file a Final Approval Order and
12 judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason, the
13 proposed Settlement that is the subject of this order, and all evidence and proceedings had in
14 connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the
15 litigation, as more specifically set forth in the Settlement.
16

17 34. The Court expressly reserves the right to adjourn or continue the Final Approval
18 Hearing from time to time without further notice to members of the Class. The Plaintiff shall give
19 prompt notice of any continuance to Settlement Class Members who object to the Settlement.
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21 **IT IS SO ORDERED.**
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23 _____
24 **DATE**

**THE HONORABLE WILLIAM D.
CLASTER
SUPERIOR COURT JUDGE**

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EXHIBIT F

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE
(UNLIMITED JURISDICTION)

TOJYIA GREEN, on behalf of herself and all others similarly situated, and as an “aggrieved employees” on behalf of other “aggrieved employee” under the Labor Code Private Attorneys General Act of 2004,

Plaintiff(s),

vs.

MAGNUM MANAGEMENT CORPORATION, an Ohio corporation; CEDAR FAIR, L.P., a Delaware limited partnership; and DOES 1–50, inclusive,

Defendant(s).

Case No. 30-2022-01276962-CU-OE-CXC

[PROPOSED] FINAL ORDER AND JUDGMENT APPROVING CLASS ACTION SETTLEMENT

Action filed: August 24, 2022
Dept: CX-101, The Honorable William D. Claster

This matter came on for hearing on ____ at ____m. in Department CX-101 of the above-captioned court on Plaintiff’s Motion for Final Approval of a Class Action Settlement pursuant to California Rules of Court, Rule 3.769, as set forth in the Joint Stipulation of Class Action Settlement and Release of Claims (the “Settlement”) filed herewith which provides for a Gross Settlement Amount (“GSA”) of up to \$900,000.00 in compromise of all disputed claims on behalf of all persons employed by Defendants in California as a Picnic CaterOps or Hotel Banquet

1 employee and classified as hourly and non-exempt who worked for Defendants during the Class
2 Period of August 24, 2018 to <<the date the Court preliminarily approves this class action
3 settlement>> (“Settlement Class Members”). All capitalized terms used herein shall have the
4 same meaning as defined in the Settlement.

5 In accordance with the Court’s prior Order Granting Preliminary Approval of Class
6 Action Settlement, Class Members have been given notice of the terms of the Settlement and the
7 opportunity to submit a claim, request exclusion, comment upon or object to it or to any of its
8 terms. Having received and considered the Settlement, the supporting papers filed by the Parties,
9 and the evidence and argument received by the Court in conjunction with the motions for
10 preliminary and final approval of the Settlement, the Court grants final approval of the Settlement
11 and HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING
12 DETERMINATIONS²:
13

14 1. The Court has jurisdiction over the subject matter of the Action and over all Parties
15 to the Action, including all Class Members. Pursuant to this Court’s Order Granting Preliminary
16 Approval of Class Action Settlement of ___, the Notice Packet was sent to each Class Member
17 by First Class U.S. mail. The Notice Packet informed Class Members of the terms of the
18 Settlement, their right to receive their proportional share of the Settlement, their right to request
19 exclusion, their right to comment upon or object to the Settlement, and their right to appear in
20 person or by counsel at the final approval hearing and be heard regarding final approval of the
21 Settlement. Adequate periods of time were provided by each of these procedures. No member of
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25 _____
26 ² A true and correct copy of the Court’s ruling on the Motion for Preliminary Approval of Class
27 Action Settlement entered on [REDACTED] is attached hereto as **Exhibit A** and incorporated by reference.
28 A true and correct copy of the Court’s Minute Order dated [REDACTED] is attached hereto as **Exhibit B**
and incorporated by reference.

1 the Settlement Class presented written objections to the proposed Settlement as part of this notice
2 process, stated an intention to appear, or actually appeared at the final approval hearing.

3 2. For purposes of this Final Order and Judgment, the Class Members are all persons
4 employed by Defendants in California as a Picnic CaterOps or Hotel Banquet employee and
5 classified as hourly and non-exempt who worked for Defendants during the Class Period of
6 August 24, 2018 to <<the date the Court preliminarily approves this class action settlement>>.

7
8 3. The Court finds and determines that the notice procedure afforded adequate
9 protections to Class Members and provides the basis for the Court to make an informed decision
10 regarding final approval of the Settlement based on the responses of Class Members. The Court
11 finds and determines that the notice provided in this case was the best notice practicable, which
12 satisfied the requirements of law and due process as to all persons entitled to such notice.

13 **Release by Plaintiff and Class Members.** The Parties agree that it is their intent that the
14 resolution set forth in this Settlement will release and discharge the Released Claims by way of
15 any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or other action
16 of any kind by each and all of the Settlement Class Members (including participation to any extent
17 in any representative or collective action) against the Released Parties. This release will not take
18 effect until Defendants have paid the Gross Settlement Amount in full per this Settlement
19 Agreement.
20

21 **PAGA Release.** Plaintiff releases all claims for civil penalties that could have been
22 sought by the Labor Commissioner for the violations identified in Plaintiff's pre-filing letter to
23 the LWDA; Plaintiff does not release the claim for wages or damages of any Aggrieved Employee
24 unless such Aggrieved Employee is a Participating Class Member.
25

26 **"Released Claims"** shall mean all claims stated in the Operative Complaint and based
27

1 solely on the facts alleged in the Operative Complaint. **“Released Parties”** shall mean
2 Defendants, their officers, directors, employees and agents.

3 2. The Court further finds and determines that the terms of the Settlement are fair,
4 reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and
5 provisions of the Settlement, including the release of claims contained therein, should be and
6 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
7 according to its terms. As of the Effective Date of Settlement, and for the duration of the
8 Settlement Class Period, all Class Members are hereby deemed to have waived and released all
9 Released Claims and are forever barred and enjoined from prosecuting the Released Claims
10 against the Released Parties as fully set forth in the Settlement. No objections were received by
11 the Parties or the Court through the date of this Final Order and Judgment. The Court finds ____
12 Class Member(s) - ____ - submitted a request for exclusion from the Settlement as determined by
13 the Administrator and therefore is/are not in the Settlement Class.
14

15
16 3. The Court finds and determines that (a) the Settlement Shares to be paid to
17 Participating Class Members and (b) the LWDA payment as civil penalties under the California
18 Labor Code Private Attorneys General Act of 2004, as amended, California Labor Code sections
19 2699 *et seq.*, as provided for by the Settlement are fair and reasonable. The Court hereby grants
20 final approval to, and orders the payment of, those amounts be made to the Participating Class
21 Members and to the California Labor & Workforce Development Agency (“LWDA”), in
22 accordance with the terms of the Settlement.
23

24 4. The Court further grants final approval to and orders that the following payments
25 be made in accordance with the terms of the Settlement:

26 a. Class Counsel fees & costs of \$300,000.00 in attorneys’ fees and
27

1 \$25000.00 in litigation costs to Class Counsel;

2 b. \$15,000.00 as a Class Representative Service Payment award payable to
3 Plaintiff for her services as Class Representative;

4 c. \$12,500.00 in costs of the Administrator payable to ILYM Group, Inc. for
5 its services as the Administrator; and

6 d. Payment of \$15,000.00 (75% of the (\$20,000.00 PAGA penalty) to the
7 LWDA.
8

9 7. The settlement shall proceed as directed in the Settlement, and no payments
10 pursuant to the Settlement shall be distributed until after the Effective Date of Settlement. Without
11 affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction
12 of all matters relating to the interpretation, administration, implementation, effectuation and
13 enforcement of this Final Order and Judgment and the Settlement pursuant to California Rule of
14 Court 3.769(h).
15

16 8. Within 14 calendar days of the Effective Date of Settlement, Defendants shall
17 deposit the Settlement proceeds in an account designated by the Administrator: (i) the total
18 amount of all Individual Class Payments to Participating Class Members, (ii) the Court approved
19 Class Counsel fees & costs, (iii) the Court-approved Class Representative Service Payment, (iv)
20 the Court-approved costs of the Administrator, (v) the payment to the LWDA, and (vi) (i) the
21 total amount of all Individual PAGA Payments to Aggrieved Employees.
22

23 9. Other than their employer side payroll taxes, Defendants' payment of such sums
24 shall be the sole financial obligation of Defendants under the Settlement, and shall be in full
25 satisfaction of all claims released herein, including, without limitation, all claims for wages,
26 penalties, interest, attorneys' fees, costs and expenses.
27

1 10. Pursuant to CCP 384 and the Settlement, Participating Class Members shall have
2 one hundred and eighty (180) days from the date of the check's issuance to cash their Settlement
3 Share check. After the expiration of the 180-day period, on Defendants' behalf, the Administrator
4 shall remit any amounts from voided settlement checks and otherwise unclaimed, plus interest on
5 the Residue at the legal rate of interest from the date of entry of the initial judgement to the
6 California Unclaimed Property Fund.

8 11. Class Counsel and Plaintiff shall not publicize or communicate the fact or terms
9 of the settlement on any social media, internet site, print media, or marketing/advertising
10 materials. The Court shall have the power to enjoin violations of this provision and the prevailing
11 party shall be entitled to its attorneys' fees and costs.

12 12. Within twenty (20) days following the distribution of all settlement distribution
13 payments to all Parties, Class Counsel and their agents shall ensure the verified return or
14 destruction of all documents, data, and other materials obtained, generated, or accessed through
15 either formal or informal means in the initiation and/or pendency of this litigation. This includes,
16 but is not limited to, documents reflecting Defendants' time and/or pay records, policies, and any
17 other confidential or proprietary information produced or accessed during the initiation and/or
18 pendency of this litigation. Within fourteen (14) days of the return and deletion of documents and
19 data, Class Counsel shall submit a declaration under penalty of perjury to the Court and serve a
20 copy on Defense Counsel confirming the verified return or destruction of all documents and data,
21 including electronic copies.

24 13. The Parties shall file a final accounting report by _____. A non-appearance case
25 review re submission of a final report is scheduled for ____ at _____.m. in **Department CX-101**.
26 The Parties shall also prepare and file a stipulation and proposed order and proposed Amended
27

1 Final Order and Judgment by ____ which includes the amount of distribution of unpaid cash
2 Residue, and unclaimed or abandoned funds to the non-party, the accrued interest on that sum.
3 The stipulation shall be signed by counsel for the class and defense counsel in accord with the
4 proposed Amended Final Order and Judgment. If there are objections by any party or non-party,
5 class counsel shall immediately notify the Court and the matter will be set for further hearing. A
6 non-appearance hearing for the lodging of the stipulation and proposed order and separate
7 amended judgment is scheduled for ____ at ____m. in **Department CX-101**.

9 7. Nothing in this Final Order and Judgment shall preclude any action to enforce the
10 Parties' obligations under the Settlement or hereunder, including the requirement that Defendants
11 deposit funds for distribution by the Administrator to Participating Class Members in accordance
12 with the Settlement.

13 8. The Court hereby enters final judgment in this case in accordance with the terms
14 of the Settlement, Order Granting Preliminary Approval of Class Action Settlement, and this Final
15 Order and Judgment.

16 9. The Parties are hereby ordered to comply with the terms of the Settlement.

17 10. The Parties shall bear their own costs and attorneys' fees except as otherwise
18 provided by the Settlement and this Final Order and Judgment.

19 11. The Settlement is not an admission by Defendants nor is this Final Order and
20 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by
21 Defendants. Furthermore, the Settlement is not a concession by Defendants and shall not be used
22 as an admission of any fault, omission, or wrongdoing by Defendants. Neither this Final Order
23 and Judgment, the Settlement, any document referred to herein, any exhibit to any document
24 referred to herein, any action taken to carry out the Settlement, nor any negotiations or
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1 proceedings related to the Settlement are to be construed as, or deemed to be evidence of, or an
2 admission or concession with regard to, the denials or defenses of Defendants, and shall not be
3 offered in evidence in any proceeding against the Parties hereto in any Court, administrative
4 agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this
5 Final Order and Judgment. This Final Order and Judgment, the Settlement and exhibits thereto,
6 and any other papers and records on file in the Action may be filed in this Court or in any other
7 litigation as evidence of the settlement by Defendants to support a defense of res judicata,
8 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to
9 the Released Claims.
10

11 12. This document shall constitute a Judgment for purposes of California Rule of
12 Court 3.769(h).
13

14 **IT IS SO ORDERED, ADJUDGED AND DECREED.**
15

16 _____
17 **DATE**

16 _____
17 **THE HONORABLE WILLIAM D.**
18 **CLASTER**
19 **SUPERIOR COURT JUDGE**
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