

NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT

If You Are or Were an Hourly or Non-Exempt employee of Anaheim Arena Management, LLC (hereinafter "AAM") During the Period from December 5, 2010 to December 14, 2018.

CPT ID: <<ID>>
<<EmployeeName>>
<<Address1>> <<Address2>>
<<City>>, <<State>> <<Zip>>
<<Barcode>>

You May Be Entitled to Money from a Class Action Settlement.

A court approved this notice. This is not an advertisement.

You are not being sued. Your legal rights are affected whether you act or not.

PLEASE READ THIS NOTICE.

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1. Why Should You Read This Notice?

You have received this Notice because records indicate that you are a Class Member. The settlement will resolve all Class Members' claims described below during the Settlement Class Period.

This Notice tells you of your right to share in the settlement. There was a hearing on December 14, 2018 at 1:30 p.m. in Department CX101 at 751 West Santa Ana Boulevard, Santa Ana, California 92701 before the Honorable Glenda Sanders. As a result of the hearing, Judge Sanders granted preliminary approval for settlement of a class of current and former employees

of AAM who were or are employed by AAM as hourly or non-exempt employees and directed that you receive this Notice.

The terms "Class" or "Class Members" means all current and former employees of AAM who were or are employed in the State of California and worked for AAM as hourly or non-exempt employees during the Settlement Class Period. The term "Settlement Class Period" means the following period: December 5, 2010 to December 14, 2018.

Judge Sanders will hold a Final Approval Hearing concerning the proposed settlement on **April 12, 2019 at 1:30 p.m.**, in Department CX101 at 751 West Santa Ana Boulevard, Santa Ana, California 92701. The Final Approval Hearing may be continued to another date without further notice.

2. *What Is the Case About?*

A former employee of AAM, Irean Amaro ("Plaintiff"), asserted wage-hour claims against AAM. Plaintiff asserts claims against AAM on behalf of current and former employees of AAM who were or are employed in the State of California and worked for AAM as hourly or non-exempt employees during the Settlement Class Period based on the following categories of allegations: (1) unpaid overtime; (2) unpaid minimum wages; (3) failure to pay wages; (4) meal period violations; (5) rest break violations; (6) non-compliant wage statements and failure to maintain accurate payroll records; (7) wages not timely paid upon termination; (8) failure to reimburse business expenses; (9) unlawful business practices; (10) unfair business practices; and (11) violation of the Labor Code Private Attorneys General Act of 2004 ("PAGA") arising out of the alleged claims (the "Action").

AAM denies the allegations raised in the Action and asserts that it has no liability for any of Plaintiff's or the Class Members' claims under any statute, wage order, regulation, common law, or equitable theory. The Parties reached a settlement subject to court approval as represented in the Amended Joint Stipulation of Settlement and Release (the "Settlement Agreement").

3. *How Much Can I Expect to Receive?*

AAM will pay approximately \$2,254,280.00 to cover the settlement including attorneys' fees and costs, costs of administering the settlement, the class representative enhancement payment, and PAGA civil penalties (*see* Section 10) (the "Settlement Fund"). After deductions of the preceding amounts, what remains of the Settlement Fund ("Net Settlement Proceeds") will be available to pay all Individual Settlement Payments to Participating Class Members. Individual Settlement Payments from the Net Settlement Proceeds will be determined based on each Participating Class Member's total shifts worked during the Settlement Class Period.

EACH CLASS MEMBER WILL RECEIVE APPROXIMATELY \$1.66 FOR EVERY SHIFT HE OR SHE WORKED DURING THE SETTLEMENT CLASS PERIOD.

AAM'S RECORDS INDICATE YOU WORKED APPROXIMATELY <<Workshifts>> SHIFTS DURING THE SETTLEMENT CLASS PERIOD.

BASED ON THIS ESTIMATE, YOUR ESTIMATED INDIVIDUAL SETTLEMENT PAYMENT IS <<\$TotalEstAmount>>, TO BE ISSUED IN ONE CHECK LESS APPLICABLE TAXES.

If you dispute the information regarding the number of shifts worked as set forth above, you must mail a written statement to the Settlement Administrator, Amaro v. AAM Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606, explaining your disagreement and return it along with any documentation relating to your disagreement, such as itemized wage statements, tax forms, timesheets or personnel records, and it must be postmarked no later than February 25, 2019. Late shift dispute letters will not be considered.

NOTE: UNLESS YOU DISPUTE THE INFORMATION AS SET FORTH ABOVE OR OPT OUT OF THE SETTLEMENT, YOU WILL AUTOMATICALLY BE SENT AN INDIVIDUAL SETTLEMENT PAYMENT FROM THE SETTLEMENT FUND BASED ON THE NUMBER OF SHIFTS LISTED IN THE SETTLEMENT ADMINISTRATOR'S RECORDS.

It is your responsibility to ensure that the Settlement Administrator has timely received your shift dispute letter if you are disputing the information on this Notice. You may contact the Settlement Administrator at the toll-free number listed below to ensure it has been received.

It is also your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your Settlement Payment.

4. *What is the Class Action Settlement?*

The court must approve the terms of the settlement described below as fair and reasonable to the Class. The settlement will affect all members of the Class. You may get money from the class action settlement. This Notice explains the terms of the settlement, the amount of money you may get, and your rights.

5. *Why Did AAM Join in this Notice?*

AAM does not admit to any of the claims alleged in the Action and denies that it owes money for any of the claims in this matter. AAM is settling the Action as a compromise. AAM reserves the right to object to and defend itself against any claim if for any reason the settlement fails. More information about the settlement, including a copy of the Settlement Agreement, is available from the Settlement Administrator.

6. *Who Is the Plaintiff in this Class Action?*

Irean Amaro is the Plaintiff and Class Representative in this class action litigation. She is acting on behalf of herself and on behalf of other current and former employees of AAM who were or are employed in the State of California and worked for AAM as hourly or non-exempt employees during the Settlement Class Period.

7. *Who Are the Attorneys Representing the Parties?*

Attorneys for Plaintiff & the Class are:

Raul Perez, Esq.
Arnab Banerjee, Esq.
CAPSTONE LAW APC
1875 Century Park East, Suite 1000
Tel: (888) 231-7386
Fax: (310) 943-0396

Attorneys for AAM are:

Jason A. Weiss, Esq.
Matthew M. Sonne, Esq.
Frances M. K. Hernandez, Esq.
SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP
650 Town Center Drive, 4th Floor

Email: info@anaheimarenamgmtlawsuit.com Costa Mesa, California 92626-1993
Tel: (714) 513-5100
You may also enter an appearance in this Fax: (714) 513-5130
matter through an attorney if you so choose.

8. *What Are My Rights? How Will My Rights Be Affected?*

The Attorneys for the Plaintiff above have been appointed and approved by the court to represent you as a Class Member participating in the settlement. You may enter an appearance in this matter through an attorney if you so choose.

Participating in the Settlement

Under the settlement, you will **automatically** receive an Individual Settlement Payment unless you opt-out by following the opt-out procedure set forth below.

This Notice states the approximate number of shifts you worked as a non-exempt or hourly employee during the Settlement Class Period. Your Individual Settlement Payment will be based on those numbers. **If the information on this Notice is correct, then you do not need to take any further action to receive a Settlement Payment.**

If you believe that the information shown in this Notice is incorrect, you must mail a written statement to the Settlement Administrator, at the address below, explaining your disagreement and return it along with any documentation relating to your disagreement, such as itemized wage statements, tax forms, timesheets or personnel records, and it must be postmarked no later than February 25, 2019. If there is a dispute about the shifts worked, the Settlement Administrator will review AAM's records and your records to attempt to resolve the dispute.

If you are a current employee, your decision as to whether or not to participate in this settlement will not affect your employment with AAM.

Opting Out of the Settlement

If you wish to be excluded from participating in the settlement, you must complete and mail the enclosed Exclusion Form. To be considered timely, your Exclusion Form must be postmarked no later than March 12, 2019. Late requests for exclusion will not be considered.

If you file a timely and valid Exclusion Form, you will no longer be a member of the Class, and you will not be eligible to receive money under the settlement or object to the terms of the settlement. However, you will not be bound by the terms of the Settlement Agreement.

Objecting to the Settlement

If you wish to object to the settlement, you must complete and mail the enclosed Objection Form (including the Objection Cover Sheet and your written objections). All objections must be postmarked no later than March 12, 2019. Late objections will not be considered.

If you timely mail copies of any written objections to the Settlement Administrator, and also timely provide written notice of an intention to be heard by the court, you may also appear at the Final Approval Hearing set for **April 12, 2019 at 1:30 p.m.** in Department CX101 at 751 West Santa Ana Boulevard, Santa Ana, California, 92701 before the Honorable Glenda Sanders, and

discuss your objections with Judge Sanders and the Parties. The Final Approval Hearing may be continued to another date without further notice.

If you intend to object to the settlement, you may still receive your share of the settlement amount. If the court approves the settlement despite any objections, an Individual Settlement Payment will be sent to you.

Effect of the Settlement on Your Rights

If the proposed settlement is approved by the court, upon the effective date of the Settlement Agreement, all Class Members who have not filed timely, valid requests for exclusion, on behalf of themselves, and on behalf of their successors, assigns, and/or agents, shall fully and finally release and discharge AAM and each of its past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, members, insurers and reinsurers, and its and their respective successors and predecessors in interest, subsidiaries, affiliates, parent companies and attorneys (collectively, the "Released Parties"), from the "Released Claims."

The Released Claims include: (a) all claims asserted in the Action, and potential claims reasonably arising out of or in any way relating to the same set of operative facts and/or theories pled therein, including the alleged failure of AAM to provide Plaintiff with compensation as required by federal and/or state law, and including but not limited to Class Members' Claims and potential claims concerning wages, expense reimbursements, deductions, record keeping, off the clock work, incentive pay, minimum wages, overtime, meal periods and premiums, rest periods and premiums, itemized wage statement penalties and damages under California and/or federal law, including the Fair Labor Standards Act (but only as to Class Members who cash their settlement checks),¹ the failure to pay penalties and premiums under the California Labor Code, including without limitation Labor Code §§ 201-203, 204, 206, 206.5, 210, 218, 218.6, 223, 224, 225.5, 226, 226.3, 226.7, 227, 227.3, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, 2753, 2800, 2802, 2810.5, Bus. and Prof. Code sections 17200, *et seq.*, the Fair Labor Standards Act, and the Labor Code Private Attorneys General Act of 2004, the Wage Orders, and any other claims whatsoever alleged in this action, including without limitation all claims predicated on time rounding, time-shaving, grace periods, off the clock work (including but not limited to, time spent subject to AAM's control, time spent waiting for and traveling in shuttles, time spent walking from shuttle drop-off to security, time spent passing through security, time spent walking from security to time clocks, time spent waiting in line to clock in, time spent walking from time clocks to building exits and shuttle pick-up areas), maintaining and/or purchasing uniforms, tools, and equipment, requests for personnel or payroll records, calculation of the regular rate for overtime purposes, meal and rest periods, itemized wage statements, deductions, payment of overtime, straight time, minimum wages, vacation, transportation in shuttles, for restitution and other equitable relief, liquidated

¹ Upon the Effective Date, any Participating Settlement Class Member who timely cashes (or otherwise negotiates) his or her Individual Settlement Payment check will be deemed to have opted into the action for purposes of the FLSA and, as to those Participating Settlement Class Members, the Released Claims include any and all claims the Participating Settlement Class Members may have under the FLSA arising under or related to the alleged claims during the Class Period. Only those Participating Settlement Class Members who timely cash their Individual Settlement Payment check will be deemed to have opted into the action for purposes of the FLSA and thereby release and waive any of their claims under the FLSA arising under or relating to the Released Claims.

damages, waiting time penalties, other compensation, or benefits, arising from their employment with AAM, or separation from employment, whether known or unknown, during the Settlement Class Period; and (b) the claims for relief asserted in the Action.

Class Members agree to release any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind by each and all of the Class Members (including participation to any extent in any class or collective action), to obtain a recovery against any of the Released Parties that is reasonably related to the Released Claims for harms arising during the Settlement Class Period.

If the conditions of the settlement (as described in this Notice) are met, and after the court finally approves the settlement and it is confirmed by the court, Individual Settlement Payments will be mailed to Class Members who have not opted out of the settlement.

9. Release of Claims in Related Actions.

This Settlement and your decision whether to exclude yourself from the Settlement Class (as further explained below) will affect any rights you may have as a potential class member or aggrieved employee in other pending lawsuits against AAM, such as:

Navarro v. Anaheim Arena Management, LLC, Case No. 30-2014-00759975 (Orange County Superior Court). Filed on December 5, 2014, the Navarro action involves multiple claims for violation of the Labor Code including, failure to pay minimum wages; failure to pay wages; failure to pay overtime; failure to provide accurate itemized wage statements; failure to provide meal periods; failure to authorize and permit rest breaks; and waiting time penalties and unfair business practices. Plaintiffs Manuel Navarro-Cabrera and Rhiannon Aller are represented by Richard E. Donahoo and William E. Donahoo of Donahoo & Associates, PC, 440 W. First Street, Suite 101, Tustin, California 92780, Telephone: (714) 955-5808, Email: rdonahoo@donahoo.com, Joseph R. Becerra of Becerra Law Firm, 4014 Long Beach Blvd, Suite 300, Long Beach, CA 90807, Telephone: (213) 542-8501, Facsimile: (213) 542-5556, Email: jbecerra@jrbecerrallaw.com, and Torey J. Favarote of Gleason & Favarote LLP, 4014 Long Beach Blvd, Suite 300, Long Beach, CA 90807, Telephone: (213) 452-0510, Facsimile: (213) 452-0514, Email: tfavarote@gleasonfavarote.com.

Cassaro v. Anaheim Arena Management, LLC, Case No. 30-2016-00834068 (Orange County Superior Court). Filed on February 5, 2016, the Cassaro action involves multiple claims for violation of the Labor Code including, failure to pay straight and overtime compensation; failure to provide meal periods; failure to provide rest breaks; failure to provide itemized wage statements; failure to pay all wages owed; failure to keep accurate payroll records; failure to pay waiting time penalties; failure to provide expense reimbursement for necessary business expenses; and unlawful business practice. Plaintiff Denise Cassaro is represented by Richard E. Donahoo and William E. Donahoo of Donahoo & Associates, PC, 440 W. First Street, Suite 101, Tustin, California 92780, Telephone: (714) 955-5808, Email: rdonahoo@donahoo.com, Joseph R. Becerra of Becerra Law Firm, 4014 Long Beach Blvd, Suite 300, Long Beach, CA 90807, Telephone: (213) 542-8501, Facsimile: (213) 542-5556, Email: jbecerra@jrbecerrallaw.com, and Torey J. Favarote of Gleason & Favarote LLP, 4014 Long Beach Blvd, Suite 300, Long Beach, CA 90807, Telephone: (213) 452-0510, Facsimile: (213) 452-0514, Email: tfavarote@gleasonfavarote.com.

Gomez v. Anaheim Arena Management, LLC, Case No. 30-2017-00920759 (Orange County Superior Court). Filed on May 17, 2017, the Gomez action involves multiple claims for violation of the Labor Code, including, failure to pay for all hours worked; failure to provide adequate rest periods; failure to pay overtime; failure to itemize wage statements; waiting time penalties; unfair and unlawful business practices. Plaintiff Claire Gomez is represented by Michael L. Tracy of Law Offices of Michael Tracy, 2030 Main Street, Suite 1300 Irvine, CA 92614-7220, Telephone: (949) 260-9171, Facsimile: (866) 365-3051, Email: mtracy@michaeltracylaw.com.

All papers filed in these matters are available for review via the Courthouse and via the Civil Case Information Website for the Superior Court of California, County of Orange, available online at www.occourts.org/online-services/case-access/.

Through this Settlement Agreement, Class Members will release AAM and the Released Parties from the claims at issue in this lawsuit and (where applicable) overlapping claims at issue in the above lawsuits. This means that unless you file a timely request for exclusion, you will release all overlapping claims during the Settlement Class Period that were asserted against AAM on a class and/or representative basis in the lawsuits above.”

10. Deductions from the Settlement Fund.

PAGA Payment to the LWDA:

The amount of \$240,000 will be allocated from the Settlement Fund as penalties under the PAGA, and by law, seventy-five percent (75%) of the PAGA penalties must be paid to the LWDA to settle a claim for PAGA penalties. Accordingly, the Parties have agreed that a payment of \$180,000.00 will be made from the Settlement Fund to the LWDA, and the remaining \$60,000.00 will be paid to all Class Members who worked during the period from December 5, 2013 to December 14, 2018 (“PAGA Period”). Payments will be proportional to the number of weeks each Class Members worked during the PAGA Period.

Attorneys' Fees:

The attorneys for the Class Representative and the Class will be paid from the \$2,254,280.00 Settlement Fund. The attorneys are seeking a fee of \$583,333.00 (slightly more than twenty-five percent of the gross Settlement Fund amount) and costs up to \$15,000.00. The actual amounts of attorneys' fees and costs will be determined by the court.

Class Representative Service Awards:

The Class Representative Irean Amaro is seeking an enhancement award of \$10,000 for her services in this Action. The actual amounts awarded to the Class Representative will be determined by the court and will be paid from the Settlement Fund.

Settlement Administrator's Fees:

An independent third-party Settlement Administrator, CPT Group, Inc., was appointed by the court at the time of the preliminary approval hearing to administer the settlement, to send this Notice to you, and to handle the settlement process. All costs and expenses for their services, estimated to be approximately \$50,000.00, will be paid from the Settlement Fund.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may call Class Counsel, Raul Perez or Arnab Banerjee at 1-888-231-7386 or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the AAM Class Action Settlement.

YOU MAY ALSO VISIT WWW.CPTGROUP.COM/AAMSETTLEMENT for more information about the settlement.

ALL PAPERS FILED IN THIS MATTER, INCLUDING A COPY OF THE APPLICATION FOR FEES AND COSTS AND SERVICE AWARDS, WILL BE AVAILABLE FOR REVIEW VIA THE COURTHOUSE AND VIA THE CIVIL CASE INFORMATION WEBSITE FOR THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE, AVAILABLE ONLINE AT WWW.OCCOURTS.ORG/ONLINE-SERVICES/CASE-ACCESS/.

**Amaro v. AAM Settlement Administrator
c/o CPT Group, Inc.
50 Corporate Park,
Irvine, CA 92606
1-888-369-7030**

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS. PLEASE DO NOT CONTACT AAM, AAM'S MANAGERS, OR AAM'S ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

Dated: January 11, 2019