

1 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP  
A Limited Liability Partnership  
2 Including Professional Corporations  
JASON A. WEISS, Cal. Bar No. 185268  
3 jweiss@sheppardmullin.com  
MATTHEW M. SONNE, Cal. Bar No. 239110  
4 msonne@sheppardmullin.com  
FRANCES M. K. HERNANDEZ, Cal. Bar No. 281384  
5 fhernandez@sheppardmullin.com  
650 Town Center Drive, 4th Floor  
6 Costa Mesa, California 92626-1993  
Telephone: 714-513-5100  
7 Facsimile: 714-513-5130

8 Attorneys for Defendant  
ANAHEIM ARENA MANAGEMENT, LLC  
9

10 CAPSTONE LAW APC  
RAÚL PÉREZ, Cal. Bar No. 174687  
11 Raul.Perez@capstonelawyers.com  
ARNAB BANERJEE, Cal. Bar No. 252618  
12 Arnab.Banerjee@capstonelawyers.com  
BRANDON BROUILLETTE, Cal. Bar No. 273156  
13 Brandon.Brouillette@capstonelawyers.com  
1875 Century Park East, Suite 1000  
14 Los Angeles, California 90067  
Telephone: 310-556-4811  
15 Facsimile: 310-943-0396

16 Attorneys for Plaintiff IREAN AMARO  
17  
18

19 IREAN AMARO, on behalf of herself and  
others similarly situated,

20  
21 Plaintiff,

22 v.

23 ANAHEIM ARENA MANAGEMENT, LLC,

24 Defendant.  
25  
26  
27  
28

**AMENDED JOINT STIPULATION OF  
SETTLEMENT AND RELEASE**

1 This Amended Joint Stipulation of Settlement and Release (the "Agreement") is  
2 made by and between Plaintiff Irean Amaro ("Amaro" or "Plaintiff"), on behalf of herself and each  
3 of the other "Class Members" as defined herein, on the one hand, and Defendant Anaheim Arena  
4 Management, LLC ("AAM") (collectively with Plaintiff, the "Parties") on the other hand.

5 1. DEFINED TERMS

6 In addition to the defined terms referenced above, as used herein, the following  
7 terms are defined as:

8 1.1 The term "Settlement" means the settlement described in this Agreement.

9 1.2 The term "Class Period" means the following time period: December 5,  
10 2010 to the date that the Court preliminarily approves the Settlement.

11 1.3 The term "Class Members" means all current and former employees of  
12 AAM who were or are employed in the State of California and worked for AAM as hourly or non-  
13 exempt employees during the Class Period. The terms of this Settlement are based, in part, on  
14 AAM's representations that the total number of Class Members as of September 11, 2018 was  
15 approximately 6,037. The Parties recognize that the number of Class Members will continue to  
16 increase, and agree that the Maximum Settlement Amount shall be increased on a pro rata basis.  
17 For example, if the total number of Class Members within the Class Period increases by 1%, the  
18 Maximum Settlement Amount shall be increased by 1%.

19 1.4 The term "Maximum Settlement Amount" means an amount not to exceed  
20 Two Million Two Hundred Twelve Thousand Five Hundred Dollars (\$2,212,500.00) that will be  
21 used to fund the Qualified Settlement Fund. The Maximum Settlement Amount includes all  
22 Individual Settlement Payments, Plaintiff's attorneys' fees and costs, administrative fees and costs  
23 incurred by the Settlement Administrator in administering the Settlement, the enhancement  
24 payment to the Plaintiff for her service as class representative, and payment to the State of  
25 California Labor and Workforce Development Agency ("LWDA"). As to that portion of  
26 Individual Settlement Payments that constitute wages, any employer taxes, including employer

1 FICA, FUTA, and SDI contributions, shall be paid separately from the Maximum Settlement  
2 Amount.

3 1.5 The term "Attorneys' Fees and Cost Award" means the amount authorized  
4 by the Court to be paid to Class Counsel for the services they rendered and expenses they incurred  
5 in prosecuting the action. Class Counsel shall request, and AAM will not oppose, an award of  
6 attorneys' fees of up to slightly more than twenty-five percent, or \$583,333.00, of the Maximum  
7 Settlement Amount, and costs up to \$15,000.00. The Attorneys' Fees and Cost Award shall be  
8 paid from the Maximum Settlement Amount. Class Counsel will be issued an IRS Form 1099 for  
9 the Attorneys' Fees and Cost Award by the Settlement Administrator.

10 1.6 The term "Court" means the Orange County Superior Court.

11 1.7 The term "PAGA Payment" means AAM's payment of \$240,000, which  
12 represents penalties under the California Labor Code Private Attorneys General Act of 2004  
13 ("PAGA"), with 25% to Participating Settlement Class Members and 75% to the LWDA, all to be  
14 paid from the Maximum Settlement Amount. This PAGA Payment is made pursuant to Labor  
15 Code §2699(i).

16 1.8 The term "Enhancement Payment" means the amount the Court authorizes  
17 to be paid to the Plaintiff over and above her Individual Settlement Payment, in recognition of her  
18 efforts in assisting with the prosecution of the action and for a general release of all claims against  
19 the Plaintiff's Released Parties. Plaintiff will request an Enhancement Payment up to the amount  
20 of \$10,000. The Enhancement Payment shall be paid from the Maximum Settlement Amount.  
21 Plaintiff will be issued an IRS Form 1099 in connection with her Enhancement Payment by the  
22 Settlement Administrator.

23 1.9 The term "Net Settlement Proceeds" means the funds from the Maximum  
24 Settlement Amount available to be distributed to Participating Settlement Class Members under  
25 this Agreement after payment of the Attorneys' Fees and Cost Award, the Settlement  
26 Administration Costs, the Enhancement Payment to Plaintiff, and the portion of the PAGA  
27 Payment made to the LWDA.  
28

1.10 The term "Individual Settlement Payment" means the amount to be paid to a Participating Settlement Class Member pursuant to Section 10 of this Agreement.

1.11 The term "Class Counsel" means Capstone Law APC.

1.12 The term "Notice" means the Notice of Pendency of Class Action Settlement which describes the Settlement, the time period to submit an opt out or objection to the Settlement, and the date set for the final approval hearing.

1.13 The term "Notice Packet" means the Notice that the Settlement Administrator mails to the Class Members.

1.14 The term "Preliminary Approval Order" means the order of the Court that grants preliminary approval of the Settlement.

1.15 The term "Final Approval Order" means the order of the Court that grants final approval of the Settlement.

1.16 The term "Effective Date" means the date by which this Settlement is finally approved as provided herein and the Court's Judgment becomes binding. For purposes of this Agreement, the Judgment becomes binding upon the later of: (i) sixty-two (62) days after service of the notice of entry of Judgment, and no appeal is filed within that period; (ii) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial or otherwise, the day after the last date for filing a request for further review of the Court of Appeal's decision passes, and no further review is requested; (iii) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review is denied with prejudice and/or no further review of the judgment can be requested; or (iv) if review is accepted, the day the California Supreme Court affirms the Settlement and the order is not subject to further judicial review. AAM will deposit the Maximum Settlement Amount within ten (10) days after entry of Judgment, but it will be returned to AAM within ten (10) days of the occurrence of any filing of notice of appeal or writ, to be subsequently redeposited with the Settlement Administrator within five (5) court days after the last occurrence of (ii), (iii) or (iv) described above, as

1 applicable. The Settlement Administrator will disburse the Maximum Settlement Amount within  
2 ten (10) days after the Effective Date.

3 1.17 The term "Participating Settlement Class Member" means a Class Member  
4 who has not requested exclusion from the Settlement pursuant to Section 8 of this Agreement.

5 1.18 "Qualified Settlement Fund" shall be the fund established by the Settlement  
6 Administrator pursuant to Internal Revenue Code Section 1.468B-1, and funded by AAM with the  
7 Maximum Settlement Amount within ten (10) calendar days after the Effective Date.

8 1.19 The term "Settlement Administration Costs" means all costs incurred by the  
9 Settlement Administrator in administering the Settlement.

10 1.20 The term "Settlement Administrator" means CPT Group, Inc., the firm that  
11 the Parties mutually agree shall be responsible for the administration of the Settlement, pursuant to  
12 the terms of this Agreement.

13 1.21 The term "Eligible Shift(s)" means the number of shifts worked by each  
14 Class Member during the Class Period as determined by the Settlement Administrator.

15 2. BACKGROUND

16 Prior to filing a class action lawsuit asserting various wage and hour claims,  
17 Amaro's counsel sent a letter to the LWDA to exhaust potential claims under the PAGA. Amaro  
18 alleges wage and hour claims on her own behalf and on behalf of aggrieved employees, and a class  
19 defined as all non-exempt or hourly employees who worked at any time for AAM in California  
20 during the Class Period.

21 With respect to her claim for penalties under PAGA, Amaro asserts claims on  
22 behalf of all aggrieved employees (defined as current and former employees of AAM who worked  
23 as hourly or non-exempt employees in California during the Class Period) in her capacity as a  
24 private attorney general, and seeks all statutory penalties available under PAGA for violations of  
25 the provisions of the California Labor Code. These claims were investigated and settled in  
26 mediation.

27 1. The Parties' Investigation and Analysis of the Action  
28

1           The Parties conducted significant investigation of the facts and law during the  
2 prosecution of the action. Such discovery and investigation included: the exchange of  
3 information, including confirming discovery regarding AAM's policies, practices, and proposed  
4 class data, numerous witness interviews, a site inspection, and voluminous putative class member  
5 time records and payroll records, and the analysis by the Parties of the class-wide information to  
6 investigate the merits of Plaintiff's claims and potential liability. Further, counsel have  
7 investigated the facts and law relating to the claims alleged and that could have been alleged in the  
8 action and potential defenses thereto, and the potential damages claimed by the Plaintiff.

9           The Parties mediated the action on April 25, 2017 with the assistance of Judge  
10 Nancy Wieben Stock (Ret.) of JAMS. Although the matter did not resolve at the mediation  
11 session, the parties' negotiations continued for several weeks and ultimately culminated in the  
12 acceptance of a mediator's proposal. On October 3, 2017, Plaintiff filed a Motion for Preliminary  
13 Approval of the Class Action Settlement.

14           On June 22, 2018, the Court denied Plaintiff's Motion for Preliminary Approval of  
15 Class Action Settlement on the grounds that "Moving party did not provide the Court with the  
16 information necessary for 'an understanding of the amount that is in controversy and the realistic  
17 range of outcomes of the litigation.'"

18           Following the Court's June 22, 2018 Order, and with the Court's guidance in mind,  
19 Plaintiff continued to aggressively investigate Plaintiff's claims. The Parties also continued to  
20 engage in settlement negotiations with the assistance of Judge Stock (Ret.), and ultimately reached  
21 a new settlement.

22 3.     SCOPE, PURPOSE, AND BENEFITS OF THE SETTLEMENT

23           3.1     As detailed below, this Agreement establishes a procedure to resolve all  
24 wage-hour claims alleged or that could have been reasonably alleged by Plaintiff against AAM  
25 based on the operative facts. The Parties believe that continued litigation would be protracted,  
26 expensive, uncertain, and contrary to their best interests. In light of these realities, the Parties  
27 believe that the Settlement is the best way to resolve the disputes between them.

1                   3.2     The Parties believe this Agreement constitutes a fair, adequate, and  
2 reasonable settlement of the action and arrived at this Agreement in arms-length negotiations,  
3 taking into account all relevant factors, present and potential, and will so represent to the Court.  
4 The Settlement was reached after extensive negotiations before, during and after a full day  
5 mediation. In addition, the Parties conducted significant investigation of the facts and law. The  
6 Parties also investigated the applicable law as applied to the facts discovered regarding the alleged  
7 claims of Plaintiff and potential defenses thereto, and the damages claimed by Plaintiff.

8     4.     JURISDICTION

9                   The Court has jurisdiction over the Parties and the subject matter of this dispute.  
10 The action includes claims that, while AAM denies them in their entirety, would, if proven,  
11 authorize the Court to grant relief pursuant to the California laws cited therein. If the Settlement is  
12 approved, the Court will retain jurisdiction with respect to the interpretation, implementation and  
13 enforcement of the terms of this Agreement and all orders and judgments entered in connection  
14 therewith, and the Parties submit to the jurisdiction of the Court for purposes of interpreting,  
15 implementing, and enforcing the Settlement embodied in this Agreement and all orders and  
16 judgments entered in connection therewith.

17     5.     STATEMENT OF NO ADMISSION

18                   5.1     The Parties agree that this Agreement reflects their good faith compromise  
19 of the claims raised by Plaintiff, based upon their assessment of the mutual risks and costs of  
20 further litigation and the assessments of their respective counsel. This Agreement does not  
21 constitute, is not intended to constitute, and will not be deemed to constitute, an admission of  
22 liability by AAM as to the merits, validity, or accuracy of any of the allegations or claims made  
23 against it.

24                   5.2     Neither this Agreement, nor any action taken or made in implementation  
25 thereof, nor any statements, discussions or communications, nor any materials prepared,  
26 exchanged, issued or used during the course of the negotiations leading to the Agreement, is  
27 intended by the Parties (nor will any of the foregoing constitute, be introduced, be used or be  
28

admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding) as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.

Notwithstanding the foregoing, the Agreement may be used in any proceeding that has as its purpose the interpretation, implementation, or enforcement of the Agreement or any orders or judgments of the Court entered into in connection therewith.

5.3 Notice Packets and other evidence produced or created by the Parties in connection with the Settlement procedure do not constitute, are not intended to constitute, and will not be deemed to constitute, an admission by AAM of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.

5.4 The Parties agree that Plaintiff's motion for preliminary approval of the Settlement seeking, *inter alia*, certification of a class is for purposes of the Settlement only. If, for any reason, the Settlement is not approved, the certification, and the stipulation to certification, will have no force or effect. The Parties agree that certification for purposes of the Settlement is in no way an admission that class certification is proper under the standard applied to contested certification motions and that this Agreement will not be admissible in this or any other proceeding as evidence that a class should be certified as Plaintiff proposed or that AAM is liable to Plaintiff, the Class Members and aggrieved employees as Plaintiff has alleged. Further, neither this Agreement nor the Court's actions with regard to this Agreement will be admissible in any court, arbitration, or other tribunal regarding the propriety of class certification or for any other purposes other than the settlement of this action. In the event that the Settlement is not approved by the Court, is terminated, or otherwise fails to be enforceable, AAM will not be deemed to have waived, limited, or affected in any way any of its objections or defenses in the action.



1     6.     CLASS CERTIFICATION

2             For the purposes of this Agreement only, the Parties agree to the certification of the  
3 settlement class to include all Class Members. As set forth above, AAM expressly reserves its  
4 right to oppose class certification should any reviewing court decide to not approve the Settlement.

5     7.     WAIVER, RELEASE, AND DISMISSAL

6             7.1     Release and Waiver of Claims by the Class Members

7             Plaintiff and the Class Members, other than those Class Members who timely  
8 submit valid requests for exclusion pursuant to Section 8 of this Agreement, and their successors,  
9 assigns, and/or agents, shall fully and finally release and discharge AAM and each of its past or  
10 present officers, directors, shareholders, employees, agents, principals, heirs, representatives,  
11 accountants, auditors, consultants, members, insurers and reinsurers, and its and their respective  
12 successors and predecessors in interest, subsidiaries, affiliates, parent companies and attorneys  
13 (collectively, the "Released Parties"), from the "Released Claims." For purposes of this  
14 Agreement, the "Released Claims" are defined as: (a) all claims asserted in Amaro's operative  
15 Complaint, and any amended Complaints, and potential claims reasonably arising out of or in any  
16 way relating to the same set of operative facts and/or theories pled therein, including the alleged  
17 failure of AAM to provide Plaintiff with compensation as required by federal and/or state law, and  
18 including but not limited to Class Members' Claims and potential claims concerning wages,  
19 expense reimbursements, deductions, record keeping, off the clock work, commissions, incentive  
20 pay, bonuses, reporting time pay, minimum wages, overtime, meal periods and premiums, rest  
21 periods and premiums, split shift premiums, itemized wage statement penalties and damages under  
22 California and/or federal law, including the Fair Labor Standards Act, the failure to pay penalties  
23 and premiums under the California Labor Code, including without limitation Labor Code §§ 201-  
24 203, 204, 206, 206.5, 210, 218, 218.6, 223, 224, 225.5, 226, 226.3, 226.7, 227, 227.3, 510, 512,  
25 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, 2753,  
26 2800, 2802, 2810.5, Bus. and Prof. Code sections 17200, *et seq.*, the Fair Labor Standards Act  
27 (pursuant to the paragraph below), and the Labor Code Private Attorneys General Act of 2004, the  
28

1 Wage Orders, and any other claims whatsoever alleged in this action, including without limitation  
2 all claims predicated on time rounding, time-shaving, grace periods, off the clock work (including  
3 but not limited to, time spent subject to AAM's control, time spent waiting for and traveling in  
4 shuttles, time spent walking from shuttle drop-off to security, time spent passing through security,  
5 time spent walking from security to time clocks, time spent waiting in line to clock in, time spent  
6 walking from time clocks to building exits and shuttle pick-up areas), maintaining and/or  
7 purchasing uniforms, tools, and equipment, requests for personnel or payroll records, calculation  
8 of the regular rate for overtime purposes, meal and rest periods, split shift premiums, reporting  
9 time pay, itemized wage statements, deductions, payment of overtime, straight time, minimum  
10 wages, vacation, bonuses/commissions, transportation in shuttles, for restitution and other  
11 equitable relief, liquidated damages, waiting time penalties, other compensation, commissions, or  
12 benefits, arising from their employment with AAM, or separation from employment, whether  
13 known or unknown, during the Class Period; and (b) the claims for relief asserted in the action. In  
14 the event that the Court does not approve the content or scope of this release, or the LWDA elects  
15 to investigate the asserted PAGA claims, AAM may, at its election (and subject to AAM paying  
16 all Settlement Administration Costs incurred to date), rescind the Settlement and all actions taken  
17 in furtherance of it will be thereby null and void.

18           Additionally, upon the Effective Date, any Participating Settlement Class Member  
19 who timely cashes (or otherwise negotiates) his or her Individual Settlement Payment check will  
20 be deemed to have opted into the action for purposes of the FLSA and, as to those Participating  
21 Settlement Class Members, the Released Claims include any and all claims the Participating  
22 Settlement Class Members may have under the FLSA arising under or related to the alleged claims  
23 during the Class Period. Only those Participating Settlement Class Members who timely cash  
24 their Individual Settlement Payment check will be deemed to have opted into the action for  
25 purposes of the FLSA and thereby release and waive any of their claims under the FLSA arising  
26 under or relating to the Released Claims. The following language will be printed on the reverse of  
27 each Individual Settlement Payment check, or words to this effect: "By endorsing or otherwise  
28

1 negotiating this check, I consent to join in the Fair Labor Standards Act ("FLSA") portion of the  
2 [Action], elect to participate in the settlement of the FLSA claims, and agree to release all of my  
3 FLSA claims that are covered by the Settlement."

4 7.2 General Release and Waiver of Claims by Plaintiff

5 In addition to the releases above, Plaintiff makes the additional following general  
6 release of all claims, known or unknown (the "General Release"). Plaintiff releases the Released  
7 Parties and each of their past or present officers, directors, shareholders, employees, agents,  
8 principals, heirs, representatives, accountants, auditors, consultants, members, insurers and  
9 reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates,  
10 parent companies and attorneys (collectively the "Plaintiff's Released Parties") from all claims,  
11 demands, rights, liabilities and causes of action of every nature and description whatsoever, known  
12 or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of  
13 any state or federal statute, rule or regulation arising out of, relating to, or in connection with any  
14 act or omission by or on the part of any of the Released Parties committed or omitted prior to the  
15 execution hereof. This General Release excludes any and all past, present and/or future claims  
16 arising under the Workers' Compensation laws.

17 The General Release includes any unknown claims Plaintiff does not know or  
18 suspect to exist in Plaintiff's favor at the time of the General Release, which, if known by  
19 Plaintiff, might have affected Plaintiff's settlement with, and release of, Plaintiff's Released  
20 Parties by Plaintiff or might have affected Plaintiff's decision not to object to the Settlement or the  
21 General Release.

22 With respect to the General Release, Plaintiff stipulates and agrees that, upon the  
23 Effective Date, Plaintiff shall be deemed to have, and by operation of the Final Approval Order  
24 shall have, expressly waived and relinquished, to the fullest extent permitted by law, the  
25 provisions, rights and benefits of section 1542 of the California Civil Code, or any other similar  
26 provision under federal or state law, which provides:

27 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
28 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO  
EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING

1 THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST  
2 HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT  
3 WITH THE DEBTOR.

4 Plaintiff may hereafter discover facts in addition to or different from those Plaintiff  
5 now knows or believes to be true with respect to the subject matter of the General Release, but  
6 Plaintiff, upon the Effective Date, shall be deemed to have, and by operation of the Final Approval  
7 Order shall have, fully, finally, and forever settled and released any and all of the claims released  
8 pursuant to the General Release whether known or unknown, suspected or unsuspected, contingent  
9 or non-contingent, which now exist, or heretofore have existed upon any theory of law or equity  
10 now existing or coming into existence in the future, including, but not limited to, conduct that is  
11 negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard  
12 to the subsequent discovery or existence of such different or additional facts.

### 13 7.3 PAGA Payment

14 In exchange for the PAGA Payment which will be allocated to Class Members and  
15 the LWDA, AAM cannot henceforth be liable for any penalties pursuant to PAGA stemming from  
16 the Released Claims. The Parties, including the Class Members, further stipulate and agree that  
17 even if any Class Member is considered or determined to be an "aggrieved employee" for  
18 purposes of the PAGA, said Class Member waives any potential right to recover any penalty  
19 allowed by the PAGA relating to the Released Claims or Released PAGA Claims, respectively.

## 20 8. NOTICE, OBJECTIONS, AND OPPORTUNITY TO OPT OUT

### 21 8.1 Notice

22 The Parties will agree upon the form and content of a Notice of Pendency of Class  
23 Action Settlement ("Notice") consistent with the terms of the Settlement and submit it to the Court  
24 for approval. The Notice will include, nonexclusively, information regarding the nature of the  
25 action; a summary of the substance of the Settlement; the class definition; the Settlement  
26 procedure; the date for the final approval hearing; the estimated Individual Settlement Payment;  
27 and the formula used for the Individual Settlement Payments. The Notice will be mailed by the  
28 Settlement Administrator.

1                   8.2     Mailing of Notice Packet

2                   Within twenty (20) calendar days of Preliminary Approval of the Settlement, AAM  
3 shall provide the Settlement Administrator with the name, Social Security number, most recent  
4 known mailing address, dates of employment, and the respective number of applicable shifts that  
5 AAM calculates each Class Member worked during the Class Period in a readable MS Excel  
6 spreadsheet (collectively "Class List and Data"). In no event will this information ever be shared  
7 with or provided to Class Counsel.

8                   Within ten (10) calendar days after receipt of the Class List and Data, the  
9 Settlement Administrator shall mail the Notice Packet to the Class Members via first-class regular  
10 U.S. Mail. Prior to mailing, the Settlement Administrator will perform a search based on the  
11 National Change of Address Database information to update and correct any known or identifiable  
12 address changes.

13                  Any Notice Packets returned to the Settlement Administrator as non-delivered  
14 before the Objection Deadline Date (as defined below) or Exclusion Deadline Date (as defined  
15 below) shall be sent to the forwarding address affixed thereto. If no forwarding address is  
16 provided, then the Settlement Administrator shall promptly attempt to determine a new address  
17 using a computer or other search using the Social Security number of the individual involved and  
18 shall re-mail the Notice Packet to that address. The Settlement Administrator will update  
19 addresses for returned mail and re-mail within ten (10) calendar days.

20                  In the event that the procedures in this Section are followed and the intended  
21 recipient of a Notice still does not receive the Notice, the intended recipient shall remain a Class  
22 Member and will be bound by all terms of the Settlement and any Final Approval Order entered  
23 by the Court.

24                   8.3     Objections

25                  To object to the Settlement, a Class Member must postmark an objection to the  
26 Settlement Administrator not later than sixty (60) calendar days after the Notice is first mailed as  
27 part of the Notice Packet (the "Objection Deadline Date"). Unless the Court directs otherwise, the  
28

1 sixty (60) calendar day period applies notwithstanding any argument regarding non-receipt of the  
2 Notice. All objections must be in writing and must state with particularity the basis on which they  
3 are asserted. No Class Member shall be entitled to be heard at the final approval hearing (whether  
4 individually or through counsel) or to object to the Settlement, and no written objections or briefs  
5 submitted by any Class Member shall be received or considered by the Court at the final approval  
6 hearing, unless written notice of the Class Member's intention to appear at the final approval  
7 hearing, and copies of any written objections or briefs have been filed with the Settlement  
8 Administrator on or before the Objection Deadline Date. Class Members who fail to file and serve  
9 timely written objections in the manner specified above shall be deemed to have waived any  
10 objections and shall be foreclosed from making any objection in writing or in person (whether by  
11 appeal or otherwise) to the Settlement.

#### 12 8.4 Opportunity to Request Exclusion from the Settlement

13 Class Members who wish to exclude themselves from the Settlement must submit a  
14 request for exclusion which must be postmarked no later than sixty (60) calendar days after the  
15 Notice is first mailed as part of the Notice Packet ("Exclusion Deadline Date"). A request for  
16 exclusion will only be valid if: (1) the Class Member has provided on the request for exclusion  
17 the Class Member's full name, current address, and the last four digits of the Class Member's  
18 Social Security number; (2) the Class Member has dated and signed the request for exclusion; and  
19 (3) the name and the last four digits of the Class Member's Social Security number provided by the  
20 Class Member on the request for exclusion match AAM's records as provided to the Settlement  
21 Administrator. The name and the last four digits of the Class Member's Social Security number  
22 provided by the Class Member will be deemed to match AAM's records only if: (1) both the first  
23 name and the last name and the last four digits of the Class Member's Social Security number  
24 provided by the Class Member match AAM's records; (2) the first name and the last four digits of  
25 the Class Member's Social Security number provided by the Class Member match AAM's records,  
26 and it appears that the last name has been changed as a result of a change in marital status or a  
27 legally recognized name change; or (3) the last four digits of the Class Member's Social Security  
28

1 number and last name matches AAM's records and the first name provided is either a nickname or  
2 a shortened or lengthened version of the name that appears in AAM's records. The request for  
3 exclusion must be personally signed by the Class Member who seeks to opt out. Each Class  
4 Member who does not submit a request for exclusion in compliance with this paragraph shall be a  
5 Participating Settlement Class Member.

6           The request for exclusion must be mailed to the Settlement Administrator. The  
7 date of the postmark on the return mailing envelope shall be the exclusive means used to  
8 determine whether a request for exclusion has been timely submitted. Any Class Member who  
9 submits a valid and timely request for exclusion will not be a Participating Settlement Class  
10 Member, will not be entitled to any Individual Settlement Payment as a Participating Settlement  
11 Class Member, and will not be bound by this Agreement or have any right to object or comment  
12 thereon. Class Members who fail to submit a valid and timely request for exclusion on or before  
13 the date specified herein shall be bound by all terms of the Settlement Agreement and the Final  
14 Approval Order, regardless of whether they have requested exclusion from the Settlement.

15           No later than thirty (30) days before the final approval hearing, the Settlement  
16 Administrator shall provide counsel for the Parties with a declaration attesting to the number of  
17 valid and timely requests for exclusion received from Class Members. The Settlement  
18 Administrator shall also provide AAM with a complete list of all Class Members who have  
19 submitted a valid and timely request for exclusion. Any Individual Settlement Payment that  
20 would have been allocated to a Class Member who submits a valid and timely request for  
21 exclusion shall remain in the Net Settlement Proceeds and be distributed to Participating  
22 Settlement Class Members on a pro-rata basis.

#### 23           8.5   No Solicitation of Settlement Objections or Exclusions

24           The Parties agree to use their best efforts to carry out the terms of this Agreement.  
25 At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class  
26 Members to submit written objections to the Settlement or request exclusion from the Settlement,  
27 or appeal from or seek review of the Court's Final Approval Order.

1                   8.6     AAM's Right to Cancel

2                   If either (i) 10% or more of the Class Members exclude themselves from the  
3 Settlement, or (ii) a number of Class Members whose share of the Net Settlement Proceeds is 10%  
4 or more of the Net Settlement Proceeds exclude themselves from the Settlement, or (iii) both (i)  
5 and (ii) occur, AAM may, at its election, rescind the Settlement and all actions taken in  
6 furtherance of it will be thereby null and void. AAM must exercise this right of rescission, in  
7 writing, to Class Counsel, within fourteen (14) calendar days after the Settlement Administrator  
8 notifies the Parties of the total number of exclusions and the identities of those excluded. If the  
9 option to rescind is exercised, then AAM shall be solely responsible for all Settlement  
10 Administration Costs accrued to the date of rescission. Further, this Agreement may not be used  
11 or introduced in further litigation.

12     9.     SETTLEMENT PROCEDURE

13                   The Settlement procedure is governed exclusively by the terms and conditions set  
14 forth in this Agreement. An Individual Settlement Payment shall be mailed to each Class Member  
15 who does not submit a valid and timely request for exclusion pursuant to this Agreement.

16                   The Settlement Administrator will send an individualized Notice to each Class  
17 Member that indicates the estimated Individual Settlement Payment he/she is to receive based  
18 upon complete participation by every Class Member and the number of Eligible Shifts attributed  
19 to him or her. If a Class Member objects to the number of Eligible Shifts included on the  
20 individualized Notice, the Class Member must submit correspondence to the Settlement  
21 Administrator that is postmarked by no later than forty-five (45) days after the date of mailing of  
22 the Notice including a letter explaining the objection and including any supporting documentation  
23 such as itemized wage statements, tax forms, timesheets or personnel records. In the event there is  
24 a disparity between the number of shifts a Participating Settlement Class Member claims he or she  
25 worked during the Class Period and the number of shifts indicated by AAM's records, AAM's  
26 records will control unless inconsistent with paycheck stub(s) (or bona fide copies thereof)  
27 provided by the Class Member, in which case the paycheck stub(s) will control. The Settlement  
28



1 Administrator's decision as to the total number of Eligible Shifts shall be final and non-appealable.  
2 The Settlement Administrator shall send written notice of the decision on any such claim to the  
3 Participating Settlement Class Member and counsel for AAM within ten (10) calendar days of  
4 receipt of the dispute.

5           Participating Settlement Class Members will be compensated out of the Net  
6 Settlement Proceeds. Participating Settlement Class Members will receive an Individual  
7 Settlement Payment as good and valuable consideration for the waiver and release of claims set  
8 forth in Section 7 above, in an amount determined by the Settlement Administrator in accordance  
9 with the provisions of this Agreement. Any checks paid to Participating Settlement Class  
10 Members shall advise that they will remain valid and negotiable for one-hundred-twenty (120)  
11 days from the date of their issuance and may thereafter automatically be canceled if not cashed by  
12 a Participating Settlement Class Member within that time. Any Participating Settlement Class  
13 Member's failure to negotiate and/or cash any such check will not abrogate or affect that  
14 Participating Settlement Class Member's waivers or releases under this Agreement except as  
15 described above regarding the FLSA release. The funds representing any "uncashed checks"  
16 within one-hundred-twenty (120) days of the checks' issuance will be tendered to the California  
17 Department of Industrial Relations Unclaimed Wages Fund. Upon completion of administration  
18 of the Settlement, the Settlement Administrator shall provide written certification of such  
19 completion to the Court and counsel for the Parties.

20           9.1     Certification of Claims

21           All requests for exclusion will be submitted to the Settlement Administrator, who  
22 will certify jointly to Plaintiff's Counsel and AAM's counsel the number of requests for exclusion  
23 that were validly and timely submitted.

24 10.     COMPUTATION AND DISTRIBUTION OF PAYMENTS

25           10.1    Maximum Settlement Amount

26           The Maximum Settlement Amount of \$2,215,500.00 has been agreed to by Plaintiff  
27 and AAM, based on the aggregation of the agreed-upon settlement value of individual claims. It  
28

1 is expressly understood that if the Court awards less than the total amounts requested by Class  
2 Counsel to be awarded for attorneys' fees and costs and/or class representative enhancements  
3 requested by Plaintiff, the difference in any such amounts will be added to the Net Settlement  
4 Proceeds.

5 AAM shall have no obligation to segregate the funds to be used for the Maximum  
6 Settlement Amount from other assets. AAM will retain exclusive authority over, and  
7 responsibility for, the funds comprising the Maximum Settlement Amount until such time as  
8 payment is due.

9 10.2 Creation of the Qualified Settlement Fund and Administration of the  
10 Settlement.

11 Within ten (10) calendar days after the Court enters Judgment finally approving  
12 this Settlement as provided herein, AAM shall deliver the Maximum Settlement Amount, as  
13 required by this Agreement, into the Qualified Settlement Fund created by the Settlement  
14 Administrator, but the Maximum Settlement Amount will be returned to AAM within ten (10)  
15 calendar days of the occurrence of any filing of notice of appeal or writ, to be subsequently  
16 redeposited with the Settlement Administrator within five (5) court days after the last occurrence  
17 of: (i) if the appeal or writ is finally disposed of by ruling, dismissal, denial or otherwise, the day  
18 after the last date for filing a request for further review of the Court of Appeal's decision passes,  
19 and no further review is requested; (ii) if there is a final disposition by ruling, dismissal, denial or  
20 otherwise by the Court of Appeal, and further review of the Court of Appeal's decision is  
21 requested, the day after the request for review is denied with prejudice and/or no further review of  
22 the judgment can be requested; or (iii) if review is accepted, the day the California Supreme Court  
23 affirms the Settlement and the order is not subject to further judicial review, as applicable.

24 All payments that AAM is required to make pursuant to the Agreement, including  
25 but not limited to, FICA, FUTA and SDI contributions -- but excluding the employer's portion of  
26 any payroll taxes -- shall be made from the Qualified Settlement Fund. The employer's portion of  
27 any payroll taxes will be paid by AAM apart from the Maximum Settlement Amount.

10.3 Time for Distribution

Within ten (10) days after the Effective Date, the Settlement Administrator shall make the following payments: (1) Individual Settlement Payments to Participating Settlement Class Members; (2) the Enhancement Payment to Plaintiff (which shall be delivered to Class Counsel); (3) the Attorneys' Fees and Cost Award to Class Counsel; (4) the payment to the LWDA; and (5) payment to the Settlement Administrator for claims administration.

10.4 Distribution Formula

The Net Settlement Proceeds shall be divided among all Participating Settlement Class Members. The Individual Settlement Payment to each Participating Settlement Class Member will be determined by the Settlement Administrator by dividing the Net Settlement Proceeds amount by the total number of Eligible Shifts worked by all Participating Settlement Class Members during the Class Period (the "Shift Amount") and then multiplying the Shift Amount by the number of Eligible Shifts by the individual Participating Settlement Class Member as determined by the Settlement Administrator in accordance with Section 9 above, less any applicable withholding taxes. The resulting amount is the Participating Settlement Class Member's "Gross Individual Settlement Payment."

The Gross Individual Settlement Payment to each Participating Settlement Class Member shall be allocated as follows: seventy-five percent (75%) shall be attributed to penalties and interest, to be reported on a 1099 Form; and twenty-five percent (25%) shall be attributed to wages subject to all applicable payroll taxes and will be reported on a W-2 Form.

The Parties agree that Individual Settlement Payments are not additional compensation for purposes of calculating a "regular rate" of pay under California or federal law for the period during which it is received, and no additional overtime compensation is required as a result of such payment; further, any claim to entitlement to any additional overtime compensation is expressly waived under the terms of this Agreement. No person or entity shall have any claim against AAM, AAM's Counsel, Plaintiff, any Class Members, Class Counsel, or

1 the Settlement Administrator based upon distributions and payments made in accordance with this  
2 Agreement.

3 10.5 Distribution to the Participating Settlement Class Members

4 Individual Settlement Payments shall be paid out of the Net Settlement Proceeds  
5 pursuant to the Distribution Formula set forth in Section 10.4 of this Agreement. The Settlement  
6 Administrator's determination of eligibility for, and the amounts of, any Individual Settlement  
7 Payments under the terms of this Agreement, shall be conclusive, final, and binding on all Class  
8 Members, including all Participating Settlement Class Members and Plaintiff.

9 10.6 Class Representative Enhancement Payments

10 For her time and effort in bringing and prosecuting the Actions and in exchange for  
11 a general release of claims, Plaintiff shall be paid \$10,000, or such other lower amount as the  
12 Court may order. This Enhancement Payment shall be paid to Plaintiff by the Settlement  
13 Administrator no later than ten (10) days after the Effective Date. The Parties agree that a  
14 decision by the Court to award Plaintiff an amount less than the amount stated above shall not be a  
15 basis for Class Counsel to void this Agreement. The Settlement Administrator shall issue a Form  
16 1099 – MISC, Box 3 for the Enhancement Payment. Any amounts awarded for an Enhancement  
17 Payment to Plaintiff less than the amount listed above will result in the non-awarded funds being  
18 part of the Net Settlement Proceeds available for distribution to the Participating Settlement Class  
19 Members. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on  
20 this payment and shall hold harmless Plaintiff's Released Parties from any claim or liability for  
21 taxes, penalties or interest arising as a result of the payment. This Enhancement Payment shall be  
22 in addition to Plaintiff's share of the Net Settlement Proceeds as a Participating Settlement Class  
23 Member.

24 AAM makes no representations as to the tax treatment or legal effect of the  
25 payments called for herein, and Plaintiff is not relying on any statement or representation by AAM  
26 in this regard. Plaintiff understands and agrees that she will be solely responsible for the payment  
27 of any taxes and penalties assessed on the payment described herein.

10.7 Attorneys' Fees and Costs

The amounts awarded by the Court shall be binding on the Parties and shall not otherwise affect the validity of the Settlement. AAM shall issue an IRS Form 1099 to Class Counsel reflecting the awarded attorneys' fees, costs and expenses. Should Plaintiff and/or Class Counsel request a lesser amount for attorneys' fees and/or the Court approve a lesser amount, the difference shall be paid to a cy pres beneficiary to be jointly selected by the Parties following the resolution of any appeals by Plaintiff and/or Class Counsel to the reduction. In consideration of their awarded attorneys' fees and expenses, Class Counsel waives all claims to any further attorneys' fees and expenses in connection with the litigation of the action. Plaintiff, Class Counsel, and Class Members shall assume full responsibility and liability for the payment of taxes due on such awards.

AAM's payment of the Attorneys' Fees and Cost Award to the Class Counsel shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney, or law firm for attorneys' fees, costs or expenses in the action incurred by any attorney on behalf of the Plaintiff and the Class Members, and shall relieve AAM, the Settlement Administrator, and AAM's counsel of any other claims or liability to any other attorney or law firm for any attorneys' fees, costs and expenses to which any of them may claim to be entitled on behalf of the Plaintiff and/or the Class Members.

10.8 Settlement Administrator

The estimate of costs of administration for the disbursement of the Maximum Settlement Amount is \$50,000. Any amount awarded for costs of administration to the Settlement Administrator less than \$50,000 will result in the non-awarded amount being made part of the Net Settlement Proceeds, available for distribution to Participating Settlement Class Members. This estimate includes the required tax reporting on the Settlement amounts, including the issuing of W-2 and 1099 Forms, as well as the calculation of employee withholding taxes and the employer payroll taxes for AAM to be remitted to the tax authorities. No later than thirty (30) calendar days prior to the final approval hearing, the Settlement Administrator shall provide the Court and

1 Counsel a declaration providing, among other things, the number of Notice Packets it mailed to  
2 Class Members, the number of Notice Packets it re-mailed, the number of Notice Packets  
3 ultimately undeliverable, the number of requests for exclusion received, the number of defective  
4 requests for exclusion received, the number of objections to the Eligible Shifts included on the  
5 Notices received and how they were resolved, the total of its charges for services rendered, and the  
6 anticipated future charges beyond the date of Final Approval Order.

7           The Settlement Administrator shall distribute the Notice Packet; resolve any  
8 disputes regarding the calculation or application of the formula for determining the Individual  
9 Settlement Payments; provide information regarding any requests for exclusion on a weekly basis,  
10 as well as regularly report to the Parties, in written form, the substance of the work performed;  
11 calculate the Individual Settlement Payments to be paid to the Participating Settlement Class  
12 Members in accordance with the terms and provisions of this Agreement; pay any applicable state  
13 and/or federal taxes; mail the Individual Settlement Payment checks to Participating Settlement  
14 Class Members; issue W-2 and 1099 forms; calculate and disburse any awards of costs, attorneys'  
15 fees, class representative enhancements, and/or applicable taxes from the Maximum Settlement  
16 Amount; and perform such other tasks necessary to effectuate the terms of this Agreement or as  
17 the Parties mutually agree or the Court orders the Parties to perform.

18           Any disputes relating to the Settlement Administrator's ability and need to perform  
19 its duties shall be referred to the Court.

20 11.   INTEREST

21           11.1   The Maximum Settlement Amount includes any and all interest accruals  
22 and no additional interest shall be due under any circumstances.

23 12.   TAXATION

24           12.1   Plaintiff and Participating Settlement Class Members represent and warrant  
25 that they understand that it is their sole obligation to pay appropriate federal, state, and local  
26 income taxes on any amounts they receive under this Agreement that lawfully qualify as taxable  
27 income.

12.2 Neither the Parties nor their respective counsel provide or purport to provide any tax advice to the Participating Settlement Class Members in connection with this Agreement or otherwise. The Parties agree that they shall not rely upon any terms of this Agreement for the purpose of determining or avoiding federal, state, or local tax obligations.

13. PROSPECTIVE RELIEF

Immediately following Final Approval of the Settlement, AAM will continue to operate without the pre-shift "grace period," previously in existence, and will continue automatically adding five (5) minutes of paid time to each non-exempt employee shift.

14. COURT APPROVAL

Plaintiff will promptly move the Court for preliminary approval of the Settlement. If it is not possible to schedule a hearing regarding preliminary approval of the Settlement within fourteen (14) days of the date of this Settlement, the Parties agree to schedule that hearing at the first available date thereafter. The Parties agree to use their best efforts to obtain preliminary and final approval as quickly as possible, to the extent not inconsistent with the terms of this Agreement, and will not take any action adverse to each other in obtaining the Court's approval of the Agreement in all respects.

14.1 If AAM does not exercise the right to rescind the Settlement solely as provided for in this Agreement, a motion for final approval of the Settlement will be filed, which, if not separately filed by Class Counsel, will include a request for an award of the class representative payments and Class Counsel's attorneys' fees, costs and expenses, which AAM will not oppose, so long as it is consistent with the provisions of this Agreement.

14.2 This Agreement is contingent upon the non-withdrawal of AAM from the Agreement and upon final approval by the Court.

14.3 In the event the Court declines to grant final approval of the Settlement, this Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Agreement shall be treated as *void ab initio*. In such a case, the Parties and any funds to be awarded under this Settlement shall be returned to their respective statuses as of the date and time

1 immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects  
2 as if this Agreement had not been executed, except that any fees already incurred by the  
3 Settlement Administrator shall be paid by AAM.

4 14.4 In the event an appeal is filed from the Court's ruling on the Final Approval  
5 Order, or any appellate review is sought prior to the date of the Final Approval Order,  
6 administration of the Settlement shall be stayed pending final resolution of the appeal or other  
7 appellate review.

8 14.5 After the Final Approval Order is issued, the Court shall have continuing  
9 jurisdiction for purposes of addressing (i) settlement administration matters and the payout of all  
10 sums due under the Settlement and (ii) such post-Final Approval Order matters as may be  
11 appropriate or set forth in this Settlement.

12 15. PUBLICITY

13 The Parties and their counsel agree that they will not issue any press releases,  
14 initiate any contact with the press, respond to any press inquiry or have any communication with  
15 the press about the facts, amount or terms of the Settlement. In addition, Plaintiff and Class  
16 Counsel agree that that they will not engage in any advertising or distribute any marketing  
17 materials relating to the Settlement, including but not limited to any postings on any websites  
18 maintained by Class Counsel, and agree to limit any statements made about the Settlement to only  
19 say that "the action has been resolved." Within five (5) days after the Court grants preliminary  
20 approval of the Settlement, the Settlement Administrator will host a publicly available website to  
21 provide information about the settlement process. The contents of the publicly-accessible website  
22 shall be determined by the Settlement Administrator (with input from AAM's counsel and  
23 Plaintiff's counsel), but shall be limited only to information appropriate for Class Members to  
24 understand the settlement, properly obtain notice of the settlement, opt out of or object to the  
25 settlement, or submit information to the Settlement Administrator. Any communication about the  
26 Settlement to Class Members prior to the court-approved mailing will be limited to a statement  
27 that a settlement has been reached and the details will be communicated in a forthcoming court-  
28



1 approved notice. Plaintiff and Class Counsel are prohibited from discussing the terms or the fact  
2 of the Settlement with third parties other than (1) their immediate family members, (2) their  
3 respective accountants or lawyers as necessary for tax purposes; or (3) other Class Members until  
4 preliminary approval of the settlement. However, Class Counsel may refer specifically to this case  
5 and settlement in any adequacy of counsel declarations filed in other cases.

6 16. INAPPLICABILITY OF CALIFORNIA CIVIL PROCEDURE CODE SECTION 384

7 The Parties agree that California Civil Procedure Code ("CCP") section 384 is not  
8 applicable to the Maximum Settlement Amount. Neither Plaintiff nor Class Counsel shall take, or  
9 cause any other person to take, a position before the Court that CCP section 384 applies to the  
10 Maximum Settlement Amount.

11 17. MISCELLANEOUS PROVISIONS

12 17.1 Headings

13 The descriptive headings of any paragraphs or sections of this Agreement are  
14 inserted for convenience of reference only and do not constitute a part of this Agreement.

15 17.2 Interpretation of the Agreement

16 The Agreement will be interpreted and enforced under the laws of the State of  
17 California without regard to its conflict of law provisions.

18 17.3 Final Agreement

19 This Agreement constitutes the exclusive and final understanding and expression of  
20 all agreements between the Parties with respect to the resolution of the action, and supersedes all  
21 prior agreements and understandings between the Parties relating to the subject matter hereof.  
22 Plaintiff, on Plaintiff's own behalf and on behalf of Class Members and as representatives for  
23 aggrieved employees, and AAM enter into this Agreement based solely upon its terms and not in  
24 reliance upon any representations or promises other than those contained in this Agreement. The  
25 Agreement may be modified only by a writing signed by the Parties, or their successors, and  
26 approved by the Court.

1                   17.4 Counterparts/Facsimile/Electronic

2                   The Agreement may be executed in one or more actual, telecopied or electronic  
3 counterparts, all of which will be considered one and the same instrument and all of which will be  
4 considered duplicate originals. A signature on this Agreement delivered by facsimile or  
5 electronically shall be as legally binding as an original signature, although the Parties will provide  
6 original signatures to each other for their records.

7                   17.5 Authority

8                   Counsel for all Parties represent and warrant they are expressly authorized by the  
9 Parties whom they represent to negotiate this Agreement and to take all appropriate actions  
10 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its  
11 terms, and to execute any other documents required to effectuate the terms of this Agreement. The  
12 Parties and their counsel will cooperate with each other and use their best efforts to effect the  
13 implementation of the Settlement. In the event the Parties are unable to reach agreement on the  
14 form or content of any document needed to implement the Settlement, or on any supplemental  
15 provisions that may become necessary to effectuate the terms of the Settlement, the Parties shall  
16 seek the assistance of the mediator to resolve such disagreement. The persons signing this  
17 Agreement on behalf of AAM represent and warrant that they are authorized to sign this  
18 Agreement on behalf of AAM.

19                   17.6 No Effect on Employee Benefits

20                   The Individual Settlement Payments and Enhancement Payment paid to Plaintiff  
21 and the Participating Settlement Class Members shall be deemed not to be pensionable earnings  
22 and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits  
23 (e.g., vacations, holiday pay, retirement plans, etc.) of Plaintiff or any Participating Settlement  
24 Class Members. The payment of the Individual Settlement Payments to Participating Settlement  
25 Class Members does not represent any modification of Participating Settlement Class Members'  
26 previously credited hours of service or other eligibility criteria under any employee pension  
27 benefit plan or employee welfare benefit plan sponsored by AAM. Further, any Individual  
28

1 Settlement Payment or Enhancement Payment shall not be considered "compensation" in any year  
2 for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit  
3 plan or employee welfare benefit plan sponsored by AAM.

4 17.7 Binding on Successors and Assigns

5 This Agreement shall be binding upon, and inure to the benefit of, the successors or  
6 assigns of the Parties, as previously defined.

7 17.8 Cooperation and Drafting

8 Each of the Parties has cooperated in the drafting and preparation of this  
9 Agreement. Hence, in any construction made to this Agreement, the same shall not be construed  
10 against any of the Parties.

11 17.9 Invalidity of Any Provision

12 Before declaring any provision of this Agreement invalid, the Court shall first  
13 attempt to construe the provisions valid to the fullest extent possible consistent with applicable  
14 precedents so as to define all provisions of this Agreement valid and enforceable.

15 17.10 Plaintiff's Waiver of Right to Be Excluded and Object

16 By signing this Agreement, Plaintiff is bound by the terms herein stated and further  
17 agrees not to request to be excluded from the Settlement and agrees not to object to any of the  
18 terms of this Agreement. Any such request for exclusion or objection shall therefore be void and  
19 of no force or effect. Plaintiff also agrees to not disparage the Settlement to Class Members or  
20 encourage, in any way, Class Members to request to be excluded from the Settlement.

21 17.11 Waiver of Appeals

22 The Parties agree to waive appeals and to stipulate to class certification for  
23 purposes of implementing this Settlement only; except, however, that Plaintiff or Class Counsel  
24 may appeal any reduction to the attorneys' fees and costs below the amount they request from the  
25 Court, and either party may appeal any court order that materially alters the Agreement's terms.

1 17.12 Defense


2 To the extent permitted by law, the Settlement may be pleaded as a full and  
3 complete defense to, and may be used as the basis for an injunction against, any action, suit, or  
4 other proceedings that may be instituted, prosecuted, or attempted with respect to the Released  
5 Claims in breach of or contrary to the Settlement.

6 WHEREFORE, Plaintiff, on behalf of herself and the Class Members and as a  
7 representative of herself and aggrieved employees, and AAM have executed this Agreement as of  
8 the dates set forth below.

9/27/2018

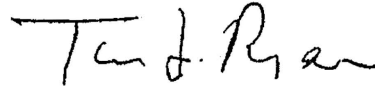
1 Dated: September \_\_, 2018 By

DocuSigned by:

  
B0E066450681483

Plaintiff IREAN AMARO

2  
3  
4  
5  
6 Dated: September 20, 2018 By



Defendant ANAHEIM ARENA MANAGEMENT,  
LLC

by its PRES/CEO

7  
8  
9  
10 APPROVED AS TO FORM:

11  
12 Dated: September 26, 2018

13 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

14  
15 By

  
JASON A. WEISS

MATTHEW M. SONNE

FRANCES M. K. HERNANDEZ

Attorneys for ANAHEIM ARENA MANAGEMENT,  
LLC

16  
17  
18  
19  
20 Dated: September \_\_, 2018

21 CAPSTONE LAW APC

22  
23 By

RAÚL PÉREZ  
ARNAB BANERJEE

Attorneys for IREAN AMARO

1 Dated: September \_\_, 2018 By

2 Plaintiff IREAN AMARO

3  
4  
5  
6 Dated: September 20, 2018 By

7 T. J. Ryan  
8 Defendant ANAHEIM ARENA MANAGEMENT,  
9 LLC

10 by its PRES/CEO

11 APPROVED AS TO FORM:

12 Dated: September 26, 2018

13 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

14  
15 By

16 J. A. Weiss  
JASON A. WEISS

17 MATTHEW M. SONNE

18 FRANCES M. K. HERNANDEZ

19 Attorneys for ANAHEIM ARENA MANAGEMENT,  
20 LLC

21 Dated: September 27, 2018

22 CAPSTONE LAW APC

23 By

24 Raul Perez  
RAUL PÉREZ

25 ARNAB BANERJEE

26 Attorneys for IREAN AMARO  
27  
28

# Exhibit A

## **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 [the date that the Court preliminarily approves the Settlement]**

**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.**

### **WHAT IS IN THIS NOTICE**

1.	Why Should You Read This Notice?.....	Page 1
2.	What Is the Case About?.....	Page 2
3.	How Much Can I Expect to Receive?.....	Page 2
4.	What Is the Class Action Settlement?.....	Page 3
5.	Why Did AAM Join in this Notice? .....	Page 3
6.	Who Is the Plaintiff in this Class Action?.....	Page 3
7.	Who Are the Attorneys Representing the Parties? .....	Page 3
8.	What Are My Rights? How Will My Rights Be Affected? .....	Page 4
9.	Release of Claims in Related Actions.....	Page 6
10.	Deductions from the Settlement Fund .....	Page 6

#### ***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 \_\_\_\_\_, 2018 at 1:30 p.m. in Department CX101 at 751 West Santa Ana Boulevard, Santa Ana, California 92701 before the Honorable Glenda Saunders. As a result of the hearing, Judge Saunders 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 [the date that the Court preliminarily approves the settlement].

Judge Saunders will hold a Final Approval Hearing concerning the proposed settlement on \_\_\_\_\_ **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 \$2,212,500.00 to cover the settlement including attorneys' fees and costs, costs of administering the settlement, the class representative enhancement payment, and payment of civil penalties to the California Labor and Workforce Development Agency ("LWDA") (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 will be determined based on each Participating Class Member's total shifts worked during the Settlement Class Period.

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

**AAM'S RECORDS INDICATE YOU WORKED APPROXIMATELY \_\_ SHIFTS DURING THE SETTLEMENT CLASS PERIOD.**

**BASED ON THIS ESTIMATE, YOUR ESTIMATED INDIVIDUAL SETTLEMENT PAYMENT IS \$\_\_\_\_\_, 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, 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 **[45 days from mailing date \_\_\_\_\_, 2018]**. 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.  
Brandon Brouillette, Esq.  
CAPSTONE LAW APC  
1875 Century Park East, Suite 1000  
Tel: (888) 231-7386  
Fax: (310) 943-0396  
Email: [info@anaheimarenamgmtlawsuit.com](mailto:info@anaheimarenamgmtlawsuit.com)

You may also enter an appearance in this matter through an attorney if you so choose.

##### 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, 4<sup>th</sup> Floor  
Costa Mesa, California 92626-1993  
Tel: (714) 513-5100  
Fax: (714) 513-5130

## **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 \_\_\_\_\_, **2018**. 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 mail a written statement to the Settlement Administrator, at the address below, requesting to be excluded from the settlement. To be considered valid, your request for exclusion must be in writing, dated and signed by you, and contain your full name, current address, and the last four digits of your Social Security number. Your request for exclusion must also clearly indicate that you desire to be excluded from the settlement. To be considered timely, your request for exclusion must be postmarked no later than **[60 days from mailing date]**\_\_\_\_\_, **2018**. Late requests for exclusion will not be considered.

If you file a timely and valid written request for exclusion, 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 mail a written objection to the Settlement Administrator at the address below. The objection must state with particularity the basis on which you object to the settlement. All objections must be mailed no later than **[60 days from mailing date]**\_\_\_\_\_, **2018**. 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 \_\_\_\_\_ **at 1:30 p.m.** in Department CX101 at 751 West Santa Ana Boulevard, Santa Ana, California, 92701 before the Honorable Glenda Saunders, and discuss your objections with Judge Saunders 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, commissions, incentive pay, bonuses, reporting time pay, minimum wages, overtime, meal periods and premiums, rest periods and premiums, split shift 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),<sup>1</sup> 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, split shift premiums, reporting time pay, itemized wage statements, deductions, payment of overtime, straight time, minimum wages, vacation, bonuses/commissions, transportation in shuttles, for restitution and other equitable relief, liquidated damages, waiting time penalties, other compensation, commissions, 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

---

<sup>1</sup> 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.

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), *Cassaro v. Anaheim Arena Management, LLC*, Case No. 30-2016-00834068 (Orange County Superior Court), and *Gomez v. Anaheim Arena Management, LLC*, Case No. 30-2017-00920759 (Orange County Superior Court). 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/](http://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 applied to the Net Settlement Proceeds.

##### **Attorneys' Fees:**

The attorneys for the Class Representative and the Class will be paid from the \$2,212,500.00 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 [insert case-specific, toll-free number.] or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the AAM Class Action 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/](http://www.occourts.org/online-services/case-access/).

CPT Group, Inc.  
50 Corporate Park, Irvine, CA 92606  
1-877 705-5021

**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:**\_\_\_\_\_



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

## Private Attorneys General Act (PAGA) – Filing

### Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) :

214349-17

*Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".*

[Search for PAGA Case number](#)

#### Your Information (Person Who is Filing)

Your Full Name Firm Name (if Any) Your Email Address

Eduardo Santos Capstone Law APC [eduardo.santos@capstonelawyers.com](mailto:eduardo.santos@capstonelawyers.com)

Your Street Name, Number and Suite/Apt Your Mobile Phone Number

1875 Century Park E, 1000 3105564811

Your City Your Work Phone Number

Los Angeles 3105564811

Your State

California

Your Zip/Postal Code

90067

#### Plaintiff Information

Plaintiff Name

Irean Amaro

#### Court and Hearing Information

Court Case Number

30-2017-00917542-CU-OE-CXC

Hearing Date (if any)

October 26, 2018

Hearing Time

1:30 pm

Hearing Location

751 West Santa Ana Blvd, Santa Ana, California 92701

**Proposed Settlement and Other Documents**

Proposed Settlement

**Amaro Settlement Agreement.pdf**

Other Attachment (if any)

**2018 09-28 PLD-MPA Preliminary Approval (Amaro) FINAL.pdf**

Other Attachment (if any)

**2018 09-28 PLD-DEC Raul Perez (Amaro).pdf**

Other Attachment (if any)

**2018 09-28 PLD-DEC Arnab Banerjee (Amaro).pdf**

Other Attachment (if any)

**2018 09-28 Fountain Declaration (Amaro).pdf**

Should you have questions regarding this online form, please contact [PAGInfo@dir.ca.gov](mailto:PAGInfo@dir.ca.gov)

*Attached Files:*

Amaro Settlement Agreement.pdf (1.58 MB)

2018 09-28 PLD-MPA Preliminary Approval (Amaro) FINAL.pdf (302 KB)

2018 09-28 PLD-DEC Raul Perez (Amaro).pdf (3.03 MB)

2018 09-28 PLD-DEC Arnab Banerjee (Amaro).pdf (111 KB)

2018 09-28 Fountain Declaration (Amaro).pdf (92 KB)



**Eduardo Santos**

---

**From:** FormAssembly <no-reply@formassembly.com> on behalf of DIR PAGA Unit  
<lwdadonotreply@dir.ca.gov>  
**Sent:** Friday, September 28, 2018 10:36 AM  
**To:** Eduardo Santos  
**Subject:** Thank you for your Proposed Settlement Submission

09/28/2018 10:35:49 AM

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

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to [pagainfo@dir.ca.gov](mailto:pagainfo@dir.ca.gov).

DIR PAGA Unit on behalf of  
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private\\_Attorneys\\_General\\_Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)