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 ANSCHUTZ ENTERTAINMENT GROUP, INC.

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

18 ALAN D. MCNAMARA, an individual; on  
 19 his own behalf and on behalf of all others  
 20 similarly situated, and as private attorney  
 general on behalf of the general public

21 Plaintiff,

22 vs.

23 ANSCHUTZ ENTERTAINMENT GROUP,  
 24 INC., a California corporation, and DOES 1  
 through 100, inclusive,

25 Defendant.

Case No. BC322755

Assigned for All Purposes to  
 Hon. Carolyn Kuhl, Dept. 323

CLASS ACTION

CLASS ACTION SETTLEMENT  
 AGREEMENT AND STIPULATION

Complaint Filed: October 8, 2004

26 This Class Action Settlement Agreement and Stipulation (hereinafter the  
 27 "Agreement") is made by the Parties (as defined in Part II.R.).  
 28

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1 **I. THE ACTION**

2 A. On October 6, 2004, Plaintiff gave notice to the Labor and Workforce  
3 Development Agency ("LWDA") and to Defendant Anschutz Entertainment Group, Inc.  
4 ("AEG") of its intent file a civil action against AEG for purported violations of the  
5 California Labor Code and to seek civil penalties under California Labor Code section  
6 2699.3. On October 8, 2004, Plaintiff filed a Complaint against AEG in the Superior Court  
7 of California for the County of Los Angeles, Case No. BC 322755, seeking to represent a  
8 class of all current and former Team Leaders and Security Officers employed by AEG who  
9 worked more than eight (8) hours in any given day during the period October 6, 2000 to the  
10 present and who were not paid overtime compensation pursuant to California Labor Code  
11 requirements. On November 1, 2004, the LWDA gave notice to the parties that it intended  
12 to investigate Plaintiff's allegations.

13 B. The underlying class action alleges that AEG unlawfully failed to aggregate  
14 all hours worked by Team Leaders and Security Officers at the Venue Employers (as  
15 defined in Part II.Z.) for purposes of determining overtime compensation due and failed to  
16 provide rest periods in accordance with the applicable California Industrial Welfare  
17 Commission ("IWC") Wage Order. Plaintiff seeks recovery of alleged unpaid overtime  
18 wages and penalties pursuant to the California Labor Code, the applicable IWC Wage  
19 Order, California Business & Professions Code section 17200 and California Civil Code  
20 sections 3294 and 3336 for conversion.

21 C. During the ten months following the filing of the Complaint, the parties  
22 engaged in extensive informal discovery. AEG fully cooperated in the investigation by the  
23 California Division of Labor Standards ("DLSE"). AEG conducted a self-audit and  
24 interviewed numerous witnesses. AEG provided the results of its self-audit to the DLSE  
25 and Plaintiff, and provided additional data as requested to Plaintiff. Plaintiff interviewed  
26 numerous witnesses and retained an expert to audit AEG's self-audit and analyze other data  
27 provided by AEG. The Parties then agreed to participate in an early settlement conference,  
28

1 and the DLSE agreed to allow Plaintiff's counsel to negotiate a resolution of penalty claims  
2 on behalf of the putative class.

3 D. On July 14, 2005, counsel for Plaintiff, AEG and AEG's counsel participated  
4 in a settlement conference before Judge Carolyn Kuhl.

5 E. On August 22, 2005, counsel for Plaintiff, AEG and AEG's counsel  
6 participated in a second settlement conference before Judge Kuhl. The case settled during  
7 this second settlement conference.

8 **II. DEFINITIONS**

9 These definitions are applicable to this Agreement.

10 A. "Action" means the lawsuit captioned *Alan D. McNamara v. Anschutz*  
11 *Entertainment Group, Inc.*, Los Angeles County Superior Court Case No. BC322755.

12 B. "Claim" means an assertion made by a Settlement Class Member for a  
13 Settlement Payment.

14 C. "Claimant" means any Settlement Class Member who seeks a Settlement  
15 Payment.

16 D. "Claims Administrator" means Desmond, Marcello & Amster at 6060 Center  
17 Drive, Suite 825, Los Angeles, California 90045, and any successors designated by the  
18 Parties to effectuate the processing and payment of Claims.

19 E. "Class" or "Class Members" means all persons who were ever employed by  
20 the Venue Employers as Security Officers or Team Leaders during the Class Period.

21 F. "Class Period" means October 8, 2000 through the Preliminary Approval  
22 Date.

23 G. "Class Representative Enhancement" means the sum to be paid to the named  
24 Plaintiff as compensation for his role as the class representative, and for the risks and work  
25 attendant to that role.

26 H. "Court" means the Superior Court of the State of California for the County of  
27 Los Angeles.

28 I. "Day" means calendar day, unless expressly stated to be otherwise.

1 J. "AEG" means Anschutz Entertainment Group, Inc.

2 K. "Final Judgment" means the order approving the Settlement and this  
3 Agreement, and the final determination of the rights of the Parties in the Action entered  
4 pursuant to California Code of Civil Procedure section 664.6, as contemplated in Part III.D.  
5 of this Agreement and attached as Exhibit D.

6 L. "Final Settlement Date" means the date on which the Final Judgment  
7 approving this Agreement becomes final. For purposes of this definition, the Final  
8 Judgment shall become final:

9 1. if no appeal is taken, on the date on which the time to appeal has  
10 expired; or

11 2. if any appeal is taken, on the date on which all appeals, including  
12 petitions for rehearing or reargument, petitions for review and petitions for *certiorari* or  
13 any other form of review, have been finally disposed of in a manner resulting in affirmance  
14 of all the material provisions of the Final Judgment.

15 M. "Final Settlement Hearing" means the hearing to be conducted by the Court  
16 to determine whether to enter the Final Judgment.

17 N. "Gross Value" means AEG's maximum total liability under the Agreement if  
18 all payments are made to the Overtime Class and the Rest Period Class and the Court  
19 awards the maximum amount specified for Plaintiff's Attorneys' Fees, Plaintiff's  
20 Expenses, the Class Representative Enhancement and the Civil Penalty.

21 O. "Notice" means the Notice of Class Action Settlement for the Overtime Class  
22 and the Notice of Class Action Settlement for the Rest Period Class attached as Exhibits A  
23 and B respectively.

24 P. "Objection/Exclusion Deadline Date" means the date forty-five (45) days  
25 from the date the Claims Administrator mails the Notice. It is the date by which Class  
26 Members must: (i) file and serve a written statement objecting to the Settlement and a  
27 written notice of intention to appear if they object to the Settlement, and (ii) mail a request  
28

1 for exclusion if they wish to be excluded from the Overtime or Rest Period Settlement  
2 Class.

3 Q. "Overtime Class" means all Class Members who worked at more than one  
4 Venue Employer during one or more workweeks during the Class Period and whose hours  
5 worked during such workweeks were not aggregated for purposes of calculating overtime.

6 R. "Parties" means Plaintiff and AEG.

7 S. "Plaintiff" means plaintiff Alan D. McNamara, individually and in his  
8 capacity as a party seeking to act as the class representative.

9 T. "Plaintiff's Attorneys" means Mike Arias and Mark A. Ozello and their law  
10 firm Arias, Ozello & Gignac, LLP.

11 U. "Plaintiff's Attorneys' Fees" means the amount awarded to the attorneys for  
12 Plaintiff by the Court for prosecuting the Action.

13 V. "Plaintiff's Attorneys' Released Claims" means the claims released by  
14 Plaintiff's Attorneys in Part III.C.5. of this Agreement.

15 W. "Plaintiff's Expenses" means those reasonable expenses of litigation and  
16 negotiating and overseeing the Settlement incurred by Plaintiff and Plaintiff's Attorneys  
17 and approved for reimbursement by the Court, except for the costs of the Claims  
18 Administrator, which shall be paid directly to the Claims Administrator by AEG.

19 X. "Plaintiff's Released Claims" means the claims released by Plaintiff in Parts  
20 III.C.4. of this Agreement.

21 Y. "Preliminary Approval Date" means the date of entry of the Court's order  
22 granting preliminary approval of the Settlement according to the terms established in Part  
23 III. of this Agreement.

24 Z. "Released Parties" means AEG; L. A. Arena Company, dba STAPLES  
25 Center ("STAPLES Center"); L. A. Ice Venture Company, LLC ("L. A. Ice"), which  
26 operates the HealthSouth Training Center ("HealthSouth"); Anschutz Southern California  
27 Sports Complex, LLC ("Sports Complex"), which operates the Home Depot Center; L. A.  
28 Venue Management, which operated the Kodak Theatre; their past, present and future

1 parent companies (including intermediate parents and ultimate parents) and subsidiaries,  
2 affiliates, predecessors, successors and assigns, and each of their respective past, present  
3 and future officers, directors, employees, agents, attorneys, insurers, stockholders,  
4 representatives, heirs, administrators, executors, successors and assigns, and any other  
5 person or entity acting on their behalf. STAPLES Center, L. A. Ice, Sports Complex and  
6 L. A. Venue Management are sometimes referred to collectively as the "Venue  
7 Employers."

8 AA. "Rest Period Class" means all Class Members employed at one or more  
9 Venue Employers any time between October 8, 2003 and October 19, 2004 who worked  
10 one or more shifts longer than 3.5 hours.

11 BB. "Settlement" means the complete settlement and conclusion of this litigation  
12 and all related claims effectuated by this Agreement.

13 CC. "Settlement Class" or "Settlement Class Member" means with respect to the  
14 Overtime Class those Overtime Class Members who have not properly and timely  
15 submitted a request for exclusion as required by Part III.F.2. "Settlement Class" or  
16 "Settlement Class Member" means with respect to the Rest Period Class those Rest Period  
17 Class Members who have not properly and timely submitted a request for exclusion as  
18 required by Part III.F.2.

19 DD. "Settlement Class Released Claims" means with respect to the Overtime  
20 Class the claims released by the Settlement Class Members in Part III.C.1. of the  
21 Agreement and in the Notice attached as Exhibit A. "Settlement Class Released Claims"  
22 means with respect to the Rest Period Class the claims released by the Settlement Class  
23 Members in Part III.C.2. of the Agreement and in the Notice attached as Exhibit B.

24 EE. "Settlement Payments" means the amounts to be paid to individual  
25 Settlement Class Members.

26 **III. SETTLEMENT TERMS**

27 Plaintiff and AEG enter into this Agreement and agree as follows:

28 The Settlement described herein will resolve fully and finally all purported claims of

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1 the Settlement Class Members for non-payment of overtime compensation and failure to  
2 provide rest periods under state or federal law arising at any time on or before the  
3 Preliminary Approval Date and that were or could have been asserted in the Action.

4 **A. The Settlement Subclasses**

5 The Parties stipulate and agree that the Class shall consist of two separate  
6 subclasses: The Overtime Class and the Rest Period Class. A Class Member may be a  
7 member of both the Overtime Class and Rest Period Class, or just one of these subclasses.  
8 The Parties stipulate and agree to the certification of the Class and two subclasses for  
9 purposes of this Settlement only. Should the Settlement not become final for whatever  
10 reason, the fact that the Parties were willing to stipulate to class certification as part of the  
11 Settlement shall have no bearing on, or be admissible in connection with, the issue of  
12 whether a class or any subclass should be certified in a non-settlement context or be  
13 considered or admissible for any other purpose.

14 **B. Settlement Consideration**

15 1. **Overtime Class.** This Settlement provides for a process by which  
16 AEG will make cash Settlement Payments of unpaid overtime and interest directly to  
17 Overtime Class Members who do not opt out of the Settlement in an amount not to exceed  
18 \$108,867. In settlement of disputed claims for Labor Code section 203 penalties, AEG  
19 will also make a cash payment of a total of \$12,400 to be allocated among specified  
20 Overtime Class Members. In settlement of disputed claims for penalties under Labor Code  
21 sections 226(3) and 558, AEG will make cash payments of \$12,500 and \$3,750  
22 respectively, to be allocated on a pro rata basis among specified Overtime Class Members.  
23 These payments will be allocated among the Overtime Class Members in the manner set  
24 forth in Part III.G.3.

25 2. **Rest Period Class.** This Settlement also provides for a process  
26 requiring AEG to make cash Settlement Payments to Rest Period Class Members who do  
27 not opt of the Settlement in an amount not to exceed \$137,600 in total. These payments  
28 will allocated among the Rest Period Class Members in the manner set forth in Part III.G.4.

1           3.     **Additional Payments.** This Settlement also requires AEG to: (i) pay  
2 an award for Plaintiff's Attorneys' Fees as set forth in Part III.H. in an amount not to  
3 exceed eighty two thousand, five hundred thirty five dollars and ten cents (\$82,535.10); (ii)  
4 pay an award of Plaintiff's Expenses as set forth in Part III.H., in an amount not to exceed  
5 seven thousand, two hundred thirty four dollars and thirty four cents (\$7,234.34); (iii) pay  
6 to Plaintiff a Class Representative Enhancement as set forth in Part III.I. in an amount not  
7 to exceed \$5,000; (iv) pay costs of claims administration directly to the Claims  
8 Administrator; and (v) pay \$11,250 to the State of California as set forth in Part III.J. It is  
9 understood and agreed that AEG's maximum total liability under the Agreement if all  
10 payments are made to the Overtime Class and the Rest Period Class and the Court awards  
11 the maximum amount specified for Plaintiff's Attorneys' Fees, Plaintiff's Expenses, the  
12 Class Representative Enhancement and the Civil Penalty is three hundred, eighty one  
13 thousand, one hundred thirty six dollars and forty-four cents (\$381,136.44) for all  
14 payments, not including the cost of the Claims Administrator. (Said maximum total is  
15 sometimes herein referred to as the "Gross Value.") It is further understood and agreed that  
16 AEG shall have no obligation to pay any person, entity or organization the difference  
17 between the amount of the Gross Value as set forth above, and the total value of the  
18 Settlement Payments made, the Plaintiff's Attorneys' Fees, Plaintiff's Expenses, and Class  
19 Representative Enhancement awarded by the Court.

20           4.     Within five (5) business days of the Preliminary Approval Date, AEG  
21 will establish an account on its books in the amount of \$381,136.44. AEG shall timely  
22 prepare and disburse the Settlement Payments, including taking withholdings and issuing  
23 W-2 or 1099 forms, in accordance with the terms of this Agreement.

24           **C. Release of Claims.**

25           1.     **Overtime Class Released Claims.** Except for the obligations  
26 expressly provided for in this Agreement, for and in consideration of the mutual promises  
27 contained herein, Plaintiff and the Settlement Class Members in the Overtime Class fully  
28 and finally release, as of the Final Settlement Date, the Released Parties from any and all

1 claims, known and unknown, which are based on or in any way related to, the alleged  
2 failure of the Released Parties to pay overtime compensation to Security Officers and Team  
3 Leaders employed by the Released Parties, up through and including the Preliminary  
4 Approval Date.

5       The Released Claims described in this Part III.C.1. include, and the Plaintiff and  
6 each Settlement Class Member in the Overtime Class does and is hereby deemed to release,  
7 without limitation: (i) the causes of action alleged in the Complaint for unpaid overtime  
8 wages under California Labor Code sections 1194 and 1198 and the applicable IWC Wage  
9 Order, restitution and other equitable relief under California Business and Professions Code  
10 section 17200, conversion, waiting time penalties under California Labor Code section 203,  
11 penalties for failure to provide an itemized wage statement under California Labor Code  
12 section 226, interest on alleged overtime wages, attorneys' fees and costs/expenses under  
13 the California Labor Code or otherwise; (ii) any and all other claims based on or related to  
14 the purported non-payment of overtime compensation, whether based on California or  
15 federal statute, ordinance, regulation, common law, or other source of law, whether or not  
16 such claims are in the nature of back pay, damages, penalties, interest, attorneys' fees,  
17 costs, expenses or injunctive relief, whether in contract, tort, or pursuant to a statutory  
18 remedy, including, but not limited to, any claims that were or could have been brought  
19 under California Labor Code sections 210, 218.5, 218.6, 225.5, 226, 226.3, 510, 558,  
20 1194.2, 1197.1 and 2699, the applicable IWC Wage Orders; the Fair Labor Standards Act,  
21 29 U.S.C. § 201 et seq., and all implementing regulations and interpretative guidance or  
22 rulings and the like; any claims for conversion of overtime compensation or pay; and any  
23 claims for unfair business practices prohibited by the California Business and Professions  
24 Code section 17200 et seq. relating in any way to a purported failure to pay overtime  
25 compensation.

26       The Settlement Class Members in the Overtime Class, with respect to the  
27 Settlement Class Released Claims shall be deemed to have, and by operation of the Final  
28 Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by

1 law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which  
2 Section provides:

3 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
4 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO  
5 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING  
6 THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST  
7 HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT  
8 WITH THE DEBTOR.

9 Thus, even if the Settlement Class Members in the Overtime Class may hereafter  
10 discover facts in addition to or different from those which they now know or believe to be  
11 true with respect to the subject matter of the Settlement Class Released Claims, these  
12 Settlement Class Members shall be deemed to have and by operation of the Final Judgment  
13 shall have, fully, finally, and forever settled and released any and all of the Settlement  
14 Class Released Claims on the Final Settlement Date. This is true whether such claims are  
15 known or unknown, suspected or unsuspected, contingent or non-contingent whether or not  
16 concealed or hidden, which now exist, or heretofore have existed upon any theory of law or  
17 equity now existing or coming into existence in the future, including, but not limited to,  
18 conduct which is negligent, intentional, with or without malice, or a breach of any duty,  
19 law, or rule, without regard to the subsequent discovery or existence of such different or  
20 additional facts.

21 2. **Rest Period Class Released Claims.** Except for the obligations  
22 expressly provided for in this Agreement, for and in consideration of the mutual promises  
23 contained herein, Plaintiff and the Settlement Class Members in the Rest Period Class fully  
24 and finally release, as of the Final Settlement Date, the Released Parties from any and all  
25 claims, known and unknown, which are based on or in any way related to, the alleged  
26 failure of the Released Parties to provide rest periods to Security Officers and Team  
27 Leaders employed by the Released Parties, up through and including the Preliminary  
28 Approval Date.

1 The Released Claims described in this Part III.C.2. include, and the Plaintiff and  
2 each Settlement Class Member in the Rest Period Class does and is hereby deemed to  
3 release, without limitation: (i) the causes of action alleged in the Complaint for alleged  
4 failure to provide rest periods pursuant to California Labor Code section 226.7 and the  
5 applicable IWC Wage Order, restitution and other equitable relief under California  
6 Business and Professions Code section 17200, conversion, waiting time penalties under  
7 California Labor Code section 203 related to the alleged failure to provide rest periods,  
8 interest on alleged unpaid rest period premiums, attorneys' fees and costs/expenses under  
9 the California Labor Code or otherwise; (ii) any and all other claims based on or related to  
10 the purported failure to provide rest periods to the Class, whether based on California or  
11 federal statute, ordinance, regulation, common law, or other source of law, whether or not  
12 such claims are in the nature of back pay, damages, meal or rest period premiums,  
13 penalties, interest, attorneys' fees, costs, expenses or injunctive relief, whether in contract,  
14 tort, or pursuant to a statutory remedy, including, but not limited to, any claims that were or  
15 could have been brought under California Labor Code sections 226.7, 512, 558 and 2699 or  
16 the applicable IWC Wage Orders; any claims for conversion of rest period premiums; and  
17 any claims for unfair business practices prohibited by the California Business and  
18 Professions Code section 17200 et seq. relating in any way to a purported failure to provide  
19 rest periods to the Class.

20 The Settlement Class Members in the Rest Period Class, with respect to the  
21 Settlement Class Released Claims shall be deemed to have, and by operation of the Final  
22 Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by  
23 law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which  
24 Section provides:

25 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
26 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO  
27 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING  
28 THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST

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HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT  
WITH THE DEBTOR.

Thus, even if the Settlement Class Members in the Rest Period Class may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Settlement Class Released Claims, these Settlement Class Members shall be deemed to have and by operation of the Final Judgment shall have, fully, finally, and forever settled and released any and all of the Settlement Class Released Claims on the Final Settlement Date. This is true whether such claims are known or unknown, suspected or unsuspected, contingent or non-contingent whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

3. A Release of Claims consistent with Part III.C.1. shall be included in the Overtime Class Notice, attached hereto as Exhibit A, and as approved by the Court. Each Settlement Class Member in the Overtime Class who does not timely opt out, shall be bound by this Release of Claims. A Release of Claims consistent with Part III.C.2. shall be included in the Rest Period Class Notice, attached hereto as Exhibit B, and as approved by the Court. Each Settlement Class Member in the Rest Period Class who does not timely opt out, shall be bound by this Release of Claims.

4. In addition, except for the obligations expressly provided for in this Agreement, in exchange for the consideration recited in this Agreement, the Plaintiff, on behalf of himself and no others, does hereby and forever release, acquit and discharge and covenant not to sue the Released Parties for any and all lawsuits, charges, claims, complaints, liabilities, obligations, promises, agreements, controversies, damages, actions, omissions, claims for relief, suits, rights, demands, costs, lawsuits, and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown,

1 suspected or unsuspected, which the Plaintiff now has or claims to have, or which the  
2 Plaintiff at any time heretofore had or claims to have, or which the Plaintiff at any time  
3 hereafter may have or claim to have against each or any of the Released Parties, arising out  
4 of or related to any matter, event, fact, act, omission, cause or thing which existed, arose or  
5 occurred on or prior to the date of the execution of this Agreement, including without  
6 limitation, any claim for wages, compensation, overtime, bonuses, meal or rest period  
7 premiums, penalties, interest, attorneys' fees or costs; any claim under Title VII of the  
8 Civil Rights Act of 1964, the California Fair Employment and Housing Act, the Family and  
9 Medical Leave Act, the American with Disabilities Act, the California Labor Code  
10 including but not limited to Section 132a thereof, the IWC Wage Orders, the Fair Labor  
11 Standards Act, the California Business and Professions Code, the Consolidated Omnibus  
12 Budget Reconciliation Act of 1985, and the Employee Retirement Income Security Act of  
13 1974, or any federal, state or local law or regulation prohibiting employment discrimination  
14 or regulating employment. This release also includes, but is not limited to any claim for  
15 negligent or intentional infliction of emotional distress, conversion, violation of public  
16 policy, wrongful termination, retaliation, breach of contract, unfair business practices or  
17 any other claim, however styled, relating to or arising of the Plaintiff's employment with,  
18 or separation of employment from, AEG and the Venue Employers.

19 The Plaintiff with respect to the Plaintiff's Released Claims shall be deemed to  
20 have, and by operation of the Final Judgment shall have, expressly waived and  
21 relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of  
22 Section 1542 of the California Civil Code, which Section provides:

23 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
24 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO  
25 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING  
26 THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST  
27 HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT  
28 WITH THE DEBTOR.

1 Thus, even if the Plaintiff may hereafter discover facts in addition to or different  
2 from those which he now knows or believes to be true with respect to the subject matter of  
3 Plaintiff's Released Claims, Plaintiff shall be deemed to have and by operation of the Final  
4 Judgment shall have, fully, finally, and forever settled and released any and all of the  
5 Plaintiff's Released Claims on the Final Settlement Date. This is true whether such claims  
6 are known or unknown, suspected or unsuspected, contingent or non-contingent whether or  
7 not concealed or hidden, which now exist, or heretofore have existed upon any theory of  
8 law or equity now existing or coming into existence in the future, including, but not limited  
9 to, conduct which is negligent, intentional, with or without malice, or a breach of any duty,  
10 law, or rule, without regard to the subsequent discovery or existence of such different or  
11 additional facts.

12 5. Except for the obligations expressly provided for in this Agreement,  
13 Plaintiff's Attorneys fully and finally release, as of the Final Settlement Date, the Released  
14 Parties from any and all claims in favor of Plaintiff's Attorneys arising from the Action,  
15 including by way of example only, any and all claims for attorneys' fees, costs,  
16 consultant's fees, expert witness fees, interest, or any other expenses incurred by Plaintiff  
17 or Plaintiff's Attorneys in connection with or related in any matter to the Action, the  
18 Settlement of the Action or the administration of the Settlement.

19 **D. Approval of Settlement**

20 1. On or before March \_\_\_, 2006, the Parties shall jointly file this  
21 Agreement including all attached exhibits. Plaintiff shall file a Motion for Preliminary  
22 Approval and supporting papers with the Court, requesting that the Court enter a proposed  
23 Preliminary Approval Order in the form attached as Exhibit C establishing a procedure for  
24 obtaining final approval of the Settlement. Any dispute regarding forms of notices and  
25 other documents necessary to implement the Settlement contained in the Agreement, if not  
26 timely resolved among the Parties, shall be referred to the Court. Plaintiff shall seek a  
27 hearing date of March \_\_\_, 2006 to obtain preliminary approval of the Settlement.

1           2.     A Final Settlement Hearing to determine final approval of the  
2 Settlement shall be scheduled as soon as practicable, but in no event earlier than seventy-  
3 five (75) days after the execution of this Agreement by all parties, subject to the calendar of  
4 the Court. Upon final approval of the Settlement by the Court at or after the Final  
5 Settlement Hearing, the Parties shall seek and obtain from the Court a Final Judgment in  
6 the form attached hereto as Exhibit D. The Final Judgment shall comply with California  
7 Code of Civil Procedure section 664.6 in all respects and shall among other things:

8                     (a)     find that the Court has personal jurisdiction over all Class  
9 Members and that the Court has subject matter jurisdiction to approve this Agreement and  
10 all exhibits thereto;

11                     (b)     approve this Agreement and the proposed Settlement as fair,  
12 reasonable and adequate, consistent and in compliance with all applicable requirements of  
13 the California Code of Civil Procedure, the California and United States Constitutions  
14 (including the Due Process Clause), the California Rules of Court and any other applicable  
15 law, and in the best interests of each of the Parties and the Class Members; direct the  
16 Parties and their counsel to implement and to consummate this Agreement according to its  
17 terms and provisions; and declare this Agreement to be binding on Plaintiff and all other  
18 Class Members, except those who timely and properly filed requests for exclusion , as well  
19 as their heirs, executors and administrators, successors and assigns;

20                     (c)     finally certify the Class for settlement purposes only and find  
21 that an ascertainable class exists and a well defined community of interest exists in the  
22 questions of law and fact involved because (i) there are questions of law and fact common  
23 to the Class Members which, as to the Settlement Agreement and all related matters,  
24 predominate over any individual questions; (ii) the Claims of the Plaintiff are typical of the  
25 Claims of the Class Members; and (iii) in negotiating, entering into and implementing the  
26 Settlement, Plaintiff and Plaintiffs' Counsel have fairly and adequately represented and  
27 protected the interests of all of the Class Members.

1 (d) find that the Notice and the notice methodology implemented  
2 pursuant to this Agreement (i) constituted the best practicable notice; (ii) constituted notice  
3 that was reasonably calculated, under the circumstances, to apprise Class Members of the  
4 pendency of the Action, their right to object to or exclude themselves from the proposed  
5 Settlement and their right to appear at the Final Settlement Hearing; (iii) were reasonable  
6 and constituted due, adequate and sufficient notice to all persons entitled to receive notice;  
7 and (iv) met all applicable requirements of the California Code of Civil Procedure, the  
8 California and United States Constitutions (including the Due Process Clause), the  
9 California Rules of Court and any other applicable law;

10 (e) find that Plaintiff and Plaintiff's Attorneys adequately  
11 represented the Class for purposes of entering into and implementing the settlement;

12 (f) dismiss the Action (including all individual claims and Class  
13 claims presented thereby) on the merits and with prejudice, without fees or costs to any  
14 Party except as provided in this Agreement;

15 (g) incorporate the Release of Claims set forth above in Part III.C.  
16 of this Agreement, make the Release of Claims effective as of the date of the Preliminary  
17 Approval Date, and forever discharge the Released Parties from any claims or liabilities  
18 arising from or related to this Action;

19 (h) permanently bar and enjoin Plaintiff and all Class Members  
20 who have not been timely and properly excluded from the Class and any person acting on  
21 their behalf from (i) filing, commencing, prosecuting, intervening in, participating in (as  
22 class members or otherwise), or receiving any benefits or other relief from, any other  
23 lawsuit, in any state or federal court, arbitration, or administrative, regulatory or other  
24 proceeding or order in any jurisdiction based on or relating to the claims and causes of  
25 action, or the facts and circumstances relating thereto, in this Action; and (ii) organizing  
26 such nonexcluded Class Members into a separate class for purposes of pursuing as a  
27 purported class action (including by seeking to amend a pending complaint to include class  
28 allegations, or by seeking class certification in a pending action) any lawsuit based on or

1 relating to the claims and causes of action, or the facts and circumstances relating thereto,  
2 in this Action;

3 (i) without affecting the finality of the Final Judgment the Court  
4 shall retain continuing jurisdiction over the Action and the Parties and Class, and the  
5 administration and enforcement of the Settlement. Any disputes or controversies arising  
6 with respect to the interpretation, consummation, enforcement, or implementation of the  
7 Settlement shall be presented by motion to the Court; *provided however*, that nothing in  
8 this Part shall restrict the ability of the Parties to exercise their rights under Parts III.D.2.a.  
9 through III.D.2.i., above; and

10 3. After entry of the Final Judgment, the Court shall have continuing  
11 jurisdiction over the Action solely for purposes of (i) enforcing this Settlement Agreement,  
12 (ii) addressing settlement administration matters, and (iii) addressing such post-Final  
13 Judgment matters as may be appropriate under court rules or applicable law.

14 4. Should the Court decline to approve this Agreement or fail to enter the  
15 Final Judgment in the form of Exhibit D, the Agreement shall be voidable by AEG or  
16 Plaintiff, by written notice to the attorneys of record for the other party served in a manner  
17 authorized by California Code of Civil Procedure section 1013, no later than fifteen (15)  
18 days after entry of any such order or after service of an applicable notice of ruling,  
19 whichever occurs later, or if no such order is entered or notice of ruling served, within 90  
20 days after the Final Settlement Hearing. If either party voids this Agreement, AEG shall  
21 have no obligations to make any payments under this Agreement. In addition, the Claims  
22 Administrator shall equally divide between the Parties any expenses of the Notice or claims  
23 administration which it has incurred, and each party shall pay its equal share of such costs  
24 and expenses. This right to void the Agreement does not apply to any modifications made  
25 by the Court to an award of Plaintiff's Attorneys' Fees applied for by Plaintiff's Attorneys,  
26 provided such award does not exceed the amount set forth in Part III.H.

1           **E.     Notice to Class Members**

2           1.     The Overtime Class Notice in the form attached hereto as Exhibit A,  
3 and as approved by the Court, shall be provided to the Overtime Class using the procedures  
4 in this Part III.E. The Rest Period Class Notice in the form attached hereto as Exhibit B,  
5 and as approved by the Court, shall be provided to the Rest Period Class using the  
6 procedures in this Part III.E.

7           2.     Within five (5) business days after the Preliminary Approval Date,  
8 AEG shall provide to the Claims Administrator in electronic database format the names,  
9 most current mailing addresses and first five digits of the Social Security numbers for the  
10 Overtime Class and Rest Period Class from AEG's records. This information shall remain  
11 confidential and shall not be disclosed to anyone, except applicable taxing authorities and  
12 within the Claims Administrator to carry out the reasonable efforts described in this Part  
13 III.E., or pursuant to express written authorization by AEG or by order of the Court.

14          3.     Within ten (10) business days of receipt of the mailing address  
15 information, the Claims Administrator shall mail the Overtime Class Notice and Rest  
16 Period Class Notice via first-class regular U.S. Mail to all identified Class Members of the  
17 Overtime Class and Rest Period Class, respectively. Upon completion of these steps by the  
18 Claims Administrator, the Parties' shall be deemed to have satisfied their obligation to  
19 provide the Notices to the Class.

20          4.     Defendant shall make reasonable efforts to provide Plaintiff's counsel  
21 with the last known names and addresses for each Class Member. Said information will be  
22 provided in a reasonably accessible format (such as Excel or Access) that may include,  
23 without limitation, mailing label format. Prior to mailing said notice, the Claims  
24 Administrator shall utilize the services of National Change of Address (NCOA) to correct  
25 any addresses as necessary. For any notice returned for the first time with a new address  
26 provided by the postal service, the Claims Administrator shall utilize the new address and  
27 mail the notice a second time. For any notice returned for the first time by the postal  
28 service without a new address provided by the postal service, the Claims Administrator

1 shall skip trace to obtain a current address for the Class Member in question and shall mail  
2 the notice a second time within five (5) days of receiving the notice of invalid address. The  
3 Claims Administrator shall thereafter have no further obligation to seek a current address.

4           5.     For those Class Members who cannot be located through the process  
5 described above, if any, any Settlement Payments allocated to such Class Members shall be  
6 applied toward the cost of a private investigator in a final effort to locate such Class  
7 Members.

8           **F.     Objection and Exclusion Procedures**

9           1.     The Notice shall provide that the Class Members who wish to object to  
10 the Settlement must file with the Court and serve on counsel for the Parties a written  
11 statement objecting to the Settlement and a written notice of intention to appear at the Final  
12 Settlement Hearing and object. Such written statement and notice must be filed with the  
13 Court and served on counsel for the Parties by the Objection/Exclusion Deadline Date.  
14 Class Members who fail to file and serve timely written objections and notice of intention  
15 to appear and object in the manner specified above shall be deemed to have waived any  
16 objections and shall be foreclosed from making any objection (whether by appeal or  
17 otherwise) to the Settlement.

18           2.     The Notices also shall provide that the Class Members who wish to  
19 exclude themselves from the Settlement Class must submit to the Claims Administrator a  
20 written statement requesting exclusion. The request for exclusion must be sent by regular  
21 mail to the Claims Administrator and must be postmarked on or before the  
22 Objection/Exclusion Deadline Date. Any request for exclusion postmarked after the  
23 Objection/Exclusion Deadline Date shall be of no force and effect. Class Members who  
24 fail to mail a valid and timely request for exclusion on or before the Objection/Exclusion  
25 Deadline Date shall be deemed a Settlement Class Member and bound by all terms of the  
26 Settlement and any Final Judgment entered in the Action if the Settlement is approved by  
27 the Court, regardless of whether they have objected to the Settlement. Any Class Member  
28 who timely submits a request for exclusion will not receive a Settlement Payment.

1           3.     If more than five percent (5%) of the persons in the Class file timely  
2 requests for exclusion, AEG shall have the sole option to declare this Agreement null and  
3 void if, by the date of the Final Settlement Hearing, AEG serves written notice of AEG's  
4 exercise of this option on Plaintiff's Attorneys, and serves it in a manner provided for by  
5 California Code of Civil Procedure section 1013. Before exercising its right to declare this  
6 Agreement null and void under this paragraph, however, AEG, through its counsel, shall  
7 cooperate with Plaintiff and Plaintiff's counsel in the investigation of the opt-outs,  
8 including without limitation permitting such opt-outs to confer with the Court. Without  
9 further order of the Court, the Parties may agree in writing to extend the time within which  
10 AEG may declare this Agreement null and void an additional forty-five (45) days to permit  
11 further analysis of the opt-outs.

12           4.     The Parties' counsel shall receive a copy of all valid and timely  
13 requests for exclusion from the Claims Administrator within seven (7) days of the Claims  
14 Administrator's receipt. No later than fourteen (14) days before the Final Settlement  
15 Hearing the Claims Administrator shall provide the Parties with a complete and accurate  
16 list of all Class Members who have timely requested exclusion from the Settlement Class.  
17 No later than fourteen (14) days before the Final Settlement Hearing the Plaintiff's  
18 Attorneys shall serve on AEG and file with the Court all written objections to the  
19 Settlement and/or notices of intention to appear and object.

20           5.     The Parties agree that neither they nor their counsel will solicit or  
21 otherwise encourage directly or indirectly any Class Member to request exclusion from the  
22 Settlement Class, object to the Settlement, or appeal from the Court's Final Judgment.

23           G.     Claims Administration and Payment of Claims

24           1.     The Overtime Class Notice shall be pre-printed with the specific  
25 amount of the overtime payment to be made to that Overtime Class Member, as well as the  
26 formula for determining the interest payment, Labor Code section 558 payment, Labor  
27 Code section 226(e) payment and Labor Code section 203 payment, if any, as set forth in  
28 Part III.G.3. If an Overtime Class Member disputes the overtime amount specified in his or

1 her Overtime Class Notice, he or she must notify the Claims Administrator in writing of  
2 this dispute within forty-five (45) days from the date of the mailing of the Overtime Class  
3 Notice, and provide documents (e.g., time records and payroll records) evidencing his or  
4 her claim. The pre-printed Notice is presumed to be accurate unless the Overtime Class  
5 Member proves otherwise. Any dispute over the overtime amount that cannot be resolved  
6 by the parties shall be submitted to the Court for resolution at the Final Settlement Hearing.  
7 Overtime Class Members are not required to submit a proof of claim form as a condition of  
8 receiving an overtime Settlement Payment. Instead, Overtime Class Members will  
9 automatically be paid the amount specified in the Overtime Class Notice unless they timely  
10 opt out of the Settlement.

11           2. The Rest Period Class Notice shall be pre-printed with the specific  
12 amount of the rest period payment to be made to that Rest Period Class Member, as set  
13 forth in Part III.G.4. If a Rest Period Class Member disputes the rest period amount  
14 specified in his or her Rest Period Class Notice, he or she must notify the Claims  
15 Administrator in writing of this dispute within forty-five (45) days from the date of the  
16 mailing of the Rest Period Class Notice, and provide documents (e.g., time records and  
17 payroll records) evidencing his or her claim. The pre-printed Notice is presumed to be  
18 accurate unless the Rest Period Class Member proves otherwise. Any dispute over the rest  
19 period amount that cannot be resolved by the parties shall be submitted to the Court for  
20 resolution at the Final Settlement Hearing. Rest Period Class Members are not required to  
21 submit a proof of claim form as a condition of receiving a rest period Settlement Payment.  
22 Instead, Rest Period Class Members will automatically be paid the amount specified in the  
23 Rest Period Class Notice unless they timely opt out of the Settlement.

24           3. In consideration for the Settlement and release of the Settlement Class  
25 Released Claims, AEG shall pay, or cause to be paid, to each Overtime Class Member,  
26 cash compensation according to the schedule provided to Plaintiff's counsel in advance of  
27 the settlement conference, less applicable taxes per Part III.G.6. Each Overtime Class  
28 Member shall also receive a pro rata share of the \$19,752.08 in interest. In settlement of

1 claims for Labor Code Section 203 penalties, AEG will allocate the sum of \$12,400 on a  
2 pro rata basis among each Overtime Class Member whose employment with AEG was  
3 terminated between October 8, 2003 and July 11, 2005. In settlement of disputed claims  
4 for penalties under Labor Code sections 226(3) and 558, AEG will allocate the sums of  
5 \$12,500 and \$3,750 respectively, on a pro rata basis among the Overtime Class Members  
6 who would have been due additional overtime if all the hours they worked at the Venue  
7 Employers on or after October 8, 2003 were aggregated for purposes of determining  
8 overtime due. The cash payments for overtime, interest and penalties will be adjusted on a  
9 pro rata basis if Overtime Class Members opt out of the Settlement; provided however,  
10 that AEG shall retain that amount that would have been paid to an Overtime Class Member  
11 who has filed a timely and valid request for exclusion if that Overtime Class Member also  
12 files a lawsuit or administrative claim against AEG asserting claims released by the  
13 Overtime Class prior to the date the Settlement Payments are distributed. In no event,  
14 shall the amount of the cash Settlement Payments to the Overtime Settlement Class exceed  
15 One Hundred Thirty-Seven Thousand, Five Hundred Seventeen Dollars (\$137,517).

16 4. In consideration for the Settlement and release of the Settlement Class  
17 Released Claims, AEG shall pay, or cause to be paid, to each Rest Period Class Member a  
18 cash payment per each qualified shift worked. The cash payment per qualified shift will be  
19 determined by adding the total number of qualified shifts and dividing this figure into the  
20 One Hundred Thirty-Seven, Thousand Six Hundred Dollars (\$137,600) amount allocated to  
21 the Rest Period Class. The amount of the cash payment per qualified shift is estimated to  
22 be Three and 80/100 Dollars (\$3.80) . The pro rata cash payment per qualified shift will be  
23 adjusted if Rest Period Class Members opt out of the Settlement; provided however, that  
24 AEG shall retain that amount that would have been paid to a Rest Period Class Member  
25 who has filed a timely and valid request for exclusion if that Rest Period Class Member  
26 also files a lawsuit or administrative claim against AEG asserting claims released by the  
27 Rest Period Class prior to the date the Settlement Payments are distributed. In calculating  
28 the number of qualified shifts, only those shifts of longer than 3.5 hours that were actually

1 worked by the Rest Period Class Member between October 8, 2003 and October 19, 2004  
2 will be counted. Shifts that were not actually worked, but which appear in Venue  
3 Employer time records as paid time off (e.g., vacation days or holidays not worked) will  
4 not be counted. In no event, shall the amount of the cash Settlement Payments to the Rest  
5 Period Settlement Class exceed One Hundred Thirty-Seven Thousand, Six Hundred  
6 Dollars (\$137,600).

7           5. The Claims Administrator shall regularly and accurately report to the  
8 Parties' Counsel, in written form when requested, the substance of the work performed,  
9 including the amounts paid to Settlement Class Members.

10           6. All Settlement Payments paid to satisfy overtime claims shall be  
11 subject to the withholding of all applicable local, state and federal income and employment  
12 taxes. The amount of federal income tax withholding will be based upon a flat withholding  
13 rate of twenty-eight percent (28%) (Treas. Reg. § 31.3402(g)-1(a)(2)) and income tax  
14 withholding with respect to California will be based upon a flat withholding rate of six  
15 percent (6%) (Cal. Rev. Tax'n Code § 18663(b)), in addition to any other applicable  
16 federal, state or local employment or other taxes. A W-2 form will be issued for this  
17 payment. The Parties, however, agree that no taxes will be withheld and paid with respect  
18 to: (i) the payments designated as consideration for settling claims for interest, rest period  
19 penalties or other Labor Code penalties; (ii) the Class Representative Enhancement; (iii)  
20 Plaintiff's Attorneys' Fees; and (iv) Plaintiff's Expenses. Any taxes due on any portion of  
21 the Settlement Payment not allocated to overtime shall be the responsibility of the  
22 individual Settlement Class Members, who shall defend and indemnify AEG for any  
23 liability it incurs to any taxing authority on account of a Settlement Class Member's  
24 failure to pay all taxes due on such payments. A Form 1099 will be issued for any such  
25 payment exceeding \$600. Any taxes due on the Class Representative Enhancement shall  
26 be the responsibility of Plaintiff, and any taxes due on Plaintiff's Attorneys' Fees and  
27 Plaintiff's Expenses shall be the responsibility of Plaintiff's Attorneys. Plaintiff and  
28 Plaintiff's Attorneys shall defend and indemnify AEG for any liability it incurs to any

1 taxing authority on account of Plaintiff's or Plaintiff's Attorney's failure to pay all taxes  
2 due on such payments. AEG agrees to pay the employer's share of any and all payroll  
3 taxes due on the Settlement Payments allocated to overtime claims. The Parties  
4 acknowledge and agree that proper information reporting will be made to the appropriate  
5 taxing authorities regarding all payments made pursuant to this Agreement.

6           7. No effect on employee benefits. AEG will not use the Settlement  
7 Payments to calculate any additional benefits including, by example but not limitation,  
8 vacation, holiday pay or 401(k) plan contributions. The Settlement Payments will not  
9 represent any modification of previously credited hours of service or other eligibility  
10 criteria under any employee pension or employee welfare benefit plan sponsored by AEG.  
11 AEG will not consider the Settlement Payments "compensation" for purposes of  
12 determining eligibility for, or benefit accrual within, an employee pension benefit plan or  
13 employee welfare benefit or other plan sponsored by AEG or its predecessors, subsidiaries  
14 or successors.

15           8. The Settlement Payments shall be made to each Settlement Class  
16 Member within fifteen (15) business days after the Final Settlement Date.

17           **H. Attorneys' Fees and Plaintiff's Expenses**

18           1. AEG agrees that Plaintiff's Attorneys are entitled to an award of  
19 reasonable attorneys' fees and costs. AEG also acknowledges that the Class possesses a  
20 potential claim for reasonable attorneys' fees and costs pursuant to, inter alia, the  
21 California Labor Code. The Parties agree that any and all such claims for reasonable  
22 attorneys' fees and costs have been settled in this Agreement. The Plaintiff's Attorneys'  
23 Fees are to compensate Plaintiff's Counsel for all the work already performed in this  
24 Action, and all the remaining work to be performed in documenting the Settlement,  
25 securing Court approval of the Settlement, making sure the Settlement is fairly  
26 administered and implemented, and obtaining the Final Judgment.

27           2. AEG shall pay the cost and expenses incurred by the Claims  
28 Administrator in giving notice to the Class by mail. AEG shall also pay the Claims

1 Administrator's costs, fees and expenses for the claims administration and reporting  
2 process. AEG shall have no obligation to reimburse Plaintiff or Plaintiff's Counsel for any  
3 such expenses as part of the award of Plaintiff's Expenses.

4           3. AEG understands that Plaintiff's Attorneys will apply to the Court for  
5 an award of reasonable attorneys' fees, costs and expenses, which will be scheduled for  
6 determination at the Final Settlement Hearing. AEG will not oppose Plaintiff's Attorneys'  
7 application for a reasonable attorneys' fees award in an amount up to and including eighty  
8 two thousand, five hundred thirty five dollars and ten cents (\$82,535.10). AEG also will  
9 not oppose Plaintiff's application for reimbursement of costs and expenses in an amount up  
10 to and including seven thousand, two hundred thirty four dollars and thirty four cents  
11 (\$7,234.34). Plaintiff and the Settlement Class shall not seek payment of attorneys' fees or  
12 reimbursement of costs or expenses from AEG except as set forth herein. Should Plaintiff  
13 request, or the Court approve, a lesser amount of Plaintiff's Attorneys' Fees or Plaintiff's  
14 Expenses, AEG shall have no obligation to pay any person, entity or other organization the  
15 difference between the lesser amount and the maximum amount set forth above. Plaintiff's  
16 Attorneys' Fees and Plaintiffs' Expenses shall be paid by AEG within fifteen (15) business  
17 days after the Final Settlement Date.

18           **I. Class Representative Payment**

19           AEG will not oppose a request that Plaintiff be paid the Class Representative  
20 Payment in an amount up to and including Five Thousand Dollars (\$5,000). Should  
21 Plaintiff request, or the Court approve, a lesser amount, AEG shall have no obligation to  
22 pay any person, entity or other organization the difference between the lesser amount and  
23 the maximum amount set forth above. The Class Representative Payment shall be paid  
24 within fifteen (15) business days after the Final Settlement Date.

25           **J. Government Actions Affecting Settlement**

26           As consideration for settling any claims for civil penalties that could have been  
27 brought by Plaintiff or the State of California in conjunction with the claims released in this  
28 Agreement, AEG agrees to remit a payment of \$11,250 to the State of California.

1 If any administrative proceeding or action is commenced on or before a date that is  
2 two years from the Preliminary Approval Date by any federal, state or local government  
3 authority, including without limitation the U.S. Department of Labor or the California  
4 Division of Labor Standards Enforcement, in a *parens patriae* or other function asserting  
5 claims within the scope of the Action, the Plaintiff and Plaintiff's Attorneys shall intervene  
6 in that action at the request of AEG. They shall intervene to fully support AEG by  
7 asserting that the governmental action is within the scope of this Agreement, the Complaint  
8 and the Final Judgment. Any time and expense incurred by the Plaintiff and Plaintiff's  
9 Attorneys' shall be deemed to be within the application(s) referenced in Part III.H.  
10 Additionally, in the event any action is commenced by a governmental authority as stated  
11 in this Part III.J., or in the event the State of California seeks additional civil penalties for  
12 claims released by this Agreement, AEG shall have the option, in its sole discretion, to  
13 immediately suspend payments to the Settlement Class pending the outcome of the suit or  
14 administrative proceeding brought by the governmental authority.

15 **K. Additional Terms**

16 1. AEG DENIES THAT IT HAS ENGAGED IN ANY UNLAWFUL  
17 ACTIVITY, HAS FAILED TO COMPLY WITH THE LAW IN ANY RESPECT, OR  
18 HAS ANY LIABILITY TO ANYONE UNDER THE CLAIMS ASSERTED IN THE  
19 ACTION. The Parties expressly acknowledge that this Agreement is entered into for the  
20 purpose of compromise of highly disputed claims and that nothing herein is an admission  
21 of liability or wrongdoing by AEG. Neither the Agreement nor any document prepared in  
22 connection with the Settlement may be admitted in any proceeding as an admission by  
23 AEG, Plaintiff, or any person within the definition of the Class. However, this paragraph  
24 and all other provisions of this Agreement notwithstanding, any and all provisions of this  
25 Agreement may only be admitted in evidence and otherwise used in any and all  
26 proceedings to enforce any or all terms of this Agreement, or in defense of any claims  
27 released or barred by this Agreement.

BRYAN CAVE LLP  
2020 MAIN STREET, SUITE 600  
IRVINE, CALIFORNIA 92614-8200

1           2. Other than through court filings authorized herein, Plaintiff and  
2 Plaintiff's Attorneys shall not publicize the Settlement, including without limitation,  
3 discussing the Settlement or the Action with any representative of any print, radio or  
4 television media. AEG may make such disclosures of the Settlement as required under  
5 applicable securities laws.

6           3. Unless otherwise specifically provided herein, all notices, demands or  
7 other communications given hereunder shall be in writing and shall be deemed to have  
8 been duly given as of the third business day after mailing by United States mail, addressed  
9 as follows:

10                   To the Settlement Class or the Plaintiff:

11                   Mike Arias  
12                   Mark A. Ozello  
13                   Arias, Ozzello & Gignac, LLP  
14                   6701 Center Drive West, Suite 1400  
15                   Los Angeles, CA 90045

16                   To AEG:

17                   Julie E. Patterson  
18                   Bryan Cave LLP  
19                   2020 Main Street, Suite 600  
20                   Irvine, CA 9261

21           4. The Plaintiff, individually and as Class Representative, the Settlement  
22 Class, AEG, all attorneys for the Plaintiff and the Class, and all attorneys for AEG, hereby  
23 waive any and all rights to appeal, this waiver being contingent upon the Court entering the  
24 Final Judgment attached as Exhibit D. This waiver includes waiver of all rights to any  
25 post-judgment proceeding and appellate proceeding, including but not limited to, motions  
26 to vacate judgment, motions for new trial, motions under California Code of Civil  
27 Procedure section 473, and extraordinary writs. The waiver does not include any waiver of  
28 the right to oppose any appeal, appellate proceedings or post-judgment proceedings, if any.

          5. After this Agreement is fully executed by all Parties and their  
attorneys of record, this Agreement and its attached Exhibits shall constitute the entire

1 agreement relating to settlement of this Action and the causes of action and defenses  
2 asserted therein, and it shall then be deemed that no oral representations, warranties or  
3 inducements have been made to any party concerning this Agreement or its Exhibits other  
4 than the representations, warranties and covenants expressly stated in this Agreement and  
5 its Exhibits.

6           6. After this Agreement is fully executed by all Parties and their  
7 attorneys of record, all litigation in the Action shall be stayed, and no additional court  
8 filings shall be made by the Parties except as specifically provided for herein and as are  
9 necessary to enforce the terms of this Agreement.

10           7. Plaintiff's Attorneys unconditionally warrant and represent that they  
11 are authorized by the Plaintiff for whom they are attorneys of record, and the attorneys of  
12 record for AEG warrant and represent that they are authorized by AEG, to take all  
13 appropriate action required or permitted to be taken by such Parties pursuant to this  
14 Agreement to effectuate its terms, and to execute any other documents required to  
15 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with  
16 each other and use their best efforts to effect the implementation of the Settlement. In the  
17 event the Parties are unable to reach agreement on the form or content of any document  
18 needed to implement the Agreement, or on any supplemental provisions that may become  
19 necessary to effectuate the terms of this Agreement, the Parties agree to seek the assistance  
20 of the Court, and in all cases all such documents, supplemental provisions and assistance of  
21 the Court shall be consistent with this Agreement.

22           8. Except where the context indicates otherwise, references to the Court  
23 shall also include any other courts that take jurisdiction of any of the matters that currently  
24 complete the Action.

25           9. This Agreement, and any and all parts of it, may be amended,  
26 modified, changed, or waived only by an express written instrument signed by all Parties or  
27 their successors-in-interest.

28

BRYAN CAVE LLP  
2020 MAIN STREET, SUITE 600  
IRVINE, CALIFORNIA 92614-8200

1           10. This Agreement shall be binding upon, and inure to the benefit of, the  
2 successors of each of the Parties.

3           11. All terms of this Agreement and its Exhibits shall be governed by and  
4 interpreted according to the laws of the State of California, without giving effect to any  
5 conflict of law principles or choice of law principles.

6           12. The Parties have cooperated in the drafting and preparation of this  
7 Agreement. This Agreement shall not be construed against any party on the basis that the  
8 party was the drafter or participated in the drafting.

9           13. This Agreement may be executed in one or more counterparts. All  
10 executed counterparts and each of them shall be deemed to be one and the same instrument  
11 provided that counsel for the Parties to this Agreement shall exchange among themselves  
12 original signed counterparts. Facsimile signatures will be accepted if the original signature  
13 is provided within seven (7) days. Any executed counterpart shall be admissible in  
14 evidence to prove the existence and contents of this Agreement.

15           14. Plaintiff and AEG believe that this is a fair, reasonable and adequate  
16 Settlement and have arrived at this Settlement through arms-length negotiations, taking into  
17 account all relevant factors, present and potential.

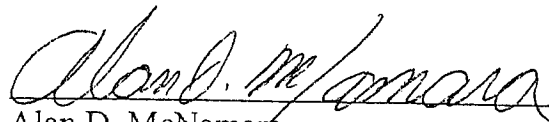
18           15. Within thirty (30) days after entry of the Final Judgment, the  
19 Plaintiff's Attorneys shall, upon written demand by AEG, return all documents and data  
20 received from AEG. No copies shall be retained of any such document or data.

21           16. The Parties agree that the Court shall retain jurisdiction to enforce the  
22 terms of this Agreement pursuant to *California Code of Civil Procedure* § 664.6 and  
23 *California Rules of Court*, Rule 1859.

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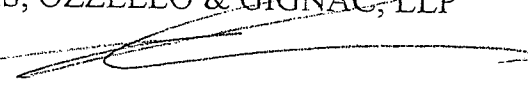
1 17. The descriptive headings of any paragraph or sections of this  
2 Agreement are inserted for convenience of reference only and do not constitute a part of  
3 this Agreement.

4 Dated: 03/21, 2006

  
Alan D. McNamara

6  
7 Dated: 3/21, 2006

ARIAS, OZZELLO & GIGNAC, LLP

8 By:   
9 Mike Arias  
Class Counsel for Class Action

10 Dated: March 27, 2006

ANSCHUTZ ENTERTAINMENT  
GROUP, INC.

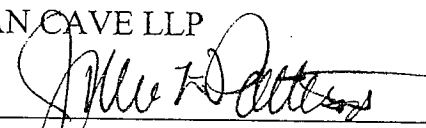
12 By: 

13 Name: Ted Fikre

14 Title: EVP & General Counsel

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16  
17 Dated: March 22, 2006

BRYAN CAVE LLP

18 By:   
19 Julie E. Patterson  
20 Counsel for Anschutz Entertainment  
21 Group, Inc.