



## II. CLASS CERTIFICATION

On February 22, 2006, the parties participated in a mediation and thereafter reached a mediated settlement on a class-wide basis.

On July 13, 2006, the Court granted Plaintiffs' motion for class certification for settlement purposes only. The class certified consists of:

The class is defined to include plaintiffs, on behalf of themselves and the following class individuals: All current and former Universal employees who were employed by Universal in the State of California as an assistant manager or unit manager in the food services and retail division of the USH theme park at anytime from January 1, 2001 through April 28, 2006.

The Court has not ruled on the merits of these claims and the decision to certify the class for settlement purposes only in this case should not be viewed as a prediction that Plaintiffs or the class will ultimately prevail on the merits of the action.

## III. PROPOSED SETTLEMENT

The settlement has a maximum value of \$420,000.00 for payment to the Class, enhancements to the named plaintiffs, and attorneys' fees and costs.

The settlement makes available cash to be paid to each class member who completes and returns a claim form according to the following formula:

All Class Members will be eligible to submit a claim for a "Settlement Award." If a Class Member submits a timely and properly completed Claim Form (attached as hereto) then the Class Member will be a "Settlement Class Member." Universal will pay Settlement Awards to Settlement Class Members. Settlement Class Members will be paid an amount for each workweek they worked as a unit manager or assistant manager between January 1, 2001 and April 28, 2006. The Settlement Class Member's Gross Settlement Amount will be calculated as follows:

- (1) Time as a Food Manager or Assistant Manager.

From its records, Universal will calculate the total number of weeks worked by Food Managers and Assistant Managers from January 1, 2001 through April 28, 2006 ("Total Food Weeks"). An individual Settlement Class Member's Gross Settlement Amount for his/her time as a Food Manager or Assistant Manager will be calculated by (a) dividing \$240,000 by the Total Food Weeks, and (b) multiply the amount (dollars per week) by the number of his/her work weeks as a Food Manager or Assistant Manager, as reflected in Company records; plus,

- (2) Time as a Retail Manager or Assistant Manager.

From its records, Universal will calculate the total number of weeks worked by Retail Managers and Assistant Managers from January 1, 2001 through April 28, 2006 ("Total Retail Weeks"). An individual Settlement Class Member's Gross Settlement Amount for his/her time as a Retail Manager or Assistant Manager will be calculated by (a) dividing \$52,500 by the Total Retail Weeks, and (b) multiply the amount (dollars per week) by the number of his/her work weeks as a Retail Manager or Assistant Manager, as reflected in Company records.

Partial weeks will be rounded down to the nearest full work week. From each Settlement Class Member's Gross Wage Component, payroll deductions will be made for state and federal income tax withholding and any other applicable payroll deductions owed by the Settlement Class Member as a result of the payment, resulting in a "Net Settlement Amount." The Net Settlement Amount that will be paid to each Settlement Class Member is the Settlement Class Member's "Settlement Award." The Gross Settlement Amount for a particular Settlement Class Member is consequently the sum of the Net Settlement Amount for that Settlement Class Member plus the applicable state and federal payroll deductions owed by both the Settlement Class Member and Universal relating to the payment to the Class Member.

Class counsel will seek an award of \$105,000.00 in attorneys' fees and costs. The maximum payout, including fees, costs, and judicially approved enhancement fees for the plaintiffs is \$420,000.00.

#### **IV. YOUR OPTIONS REGARDING THIS CLASS ACTION**

If you are a member of the class above and would like to be included in this case, you need to complete, sign and mail the enclosed Claim Form postmarked no later than September 28, 2006 to receive a monetary award.

If you are member of the class above and would like to object to the settlement or otherwise comment upon the settlement, you must file such objections or comments with the court by September 28, 2006. Any papers filed with the court must include the basis for the objection and the identity of witnesses that may be called to testify and exhibits that may be introduced into evidence at the Final Fairness Hearing and must be served via U.S. mail on the plaintiff class counsel and defendant class counsel at the addresses below. You can object to the terms of settlement, however if the court rejects your objection you will still be bound by the settlement unless you filed a valid and timely Statement of Exclusion. To object you must file a written objection and notice to appear at the Final Fairness Hearing being held on October 23, 2006 at 8:30 a.m. in Dept. 26 at the Los Angeles Superior Court, located at 111 N. Hill Street, Los Angeles, CA 90012 and send copies to all class counsel at the addresses below. Your objection should state a specific reason for the objection and your name, address, and dates of employment at Universal. If you choose to file an objection to this settlement you may appear in pro per (represent yourself) or through your own attorney. To do so you must file an Entry of Appearance with the clerk in Dept. 26 and send copies to class counsel at the addresses below.

If you are a member of the class described above and would like to exclude yourself from the class (“opt out”) you need to sign and mail the enclosed Request for Exclusion form postmarked no later than September 28, 2006, to the Class Administrator, at the address below. If you opt out of this case, you will have no right to recover any money under any judgment or settlement in this lawsuit and will not be bound by any such judgment or settlement. Any member of the class who does not timely exercise the right to exclusion will be included in this class lawsuit and will be bound by any judgment in this lawsuit, favorable or unfavorable.

#### **V. RELEASE AS TO ALL CLASS MEMBERS**

All Class Members, excluding those who have properly excluded themselves, release Universal and each of its past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers, and reinsurers, and its and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys and each of their company-sponsored employee benefit plans and all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents (the “Released Parties”), from the “Released Claims.” For purposes of this Agreement, the “Released Claims” are defined as: all claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal constitution, statute, rule or regulation, including state wage and hour laws, whether for economic damages, non-economic damages, restitution, penalties or liquidated damages, and arising out of, relating to, or in connection with:

(1) any and all facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions or failures to act, which are or could be the basis of claims that Universal did not pay the Plaintiffs all amounts due for work that was performed by the Plaintiffs for Universal; or that Universal owes overtime compensation, or penalties, including but not limited to claims under Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 510, 558, 1194, and 2699, interest, attorneys’ fees, punitive damages or other damages of any kind, at any times on or before the Preliminary Approval Order (whether based on California state wage and hour law, contract, or otherwise); and/or

(2) the causes of action asserted in the Class Action, including any and all claims for alleged failure to pay overtime for penalties, and, as related to the foregoing, for alleged unlawful, unfair and/or fraudulent business practices under California Business and Professions Code §17200, *et seq.*

The Released Claims include any unknown claims that the Class Members do not know or suspect to exist in their favor at the time of the release, which, if known by them, might have affected their settlement with, and

release of, the Released Parties or might have affected their decision not to object to this Settlement. With respect to the Released Claims, the Class Members stipulate and agree that, upon the Effective Date, the Class Members shall be deemed to have, and by operation of the final Order approving the Settlement shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which Section provides:

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

The Class Members may hereafter discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of the Released Claims, but upon the Effective Date, shall be deemed to have, fully, finally, and forever settled and released any and all of the Released Claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, 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 that 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.

The Class Members agree not to sue or otherwise make a claim against any of the Released Parties that is in any way related to the Released Claims.

#### **VI. RELEASE AS TO SETTLEMENT CLASS MEMBERS WHO SUBMIT A CLAIM FORM**

As of the Effective Date, all Settlement Class Members who submit a claim form, including the Named Plaintiffs, release the Released Parties from any claims based on federal wage and hour laws, in addition to releasing the Released Parties from the Released Claims as outlined above in Section V.

#### **VII. NO RETALIATION**

No one may retaliate against you because of your decision to remain in the class or opt-out.

#### **VIII. CLASS COUNSEL**

The attorney appointed Class Counsel and representing you is:

Patricio T.D. Barrera  
Marcin Barrera LLP  
1901 Avenue of the Stars, Suite 1900  
Los Angeles, CA 90067  
(310) 286-1050

The attorney representing Universal is:

Charles F. Barker, Esq.  
Sheppard, Mullin, Richter & Hampton LLP  
333 South Hope Street  
Los Angeles, CA 90071  
(213) 620-1780

A Class member may, if the member so desires, enter an appearance in this lawsuit through an attorney other than Class Counsel. It is not necessary to retain an attorney in order to respond to this Notice.

## **IX. CLASS ADMINISTRATOR**

The firm administering this class action settlement is:

Desmond Marcello & Amster  
P.O. Box 451999  
Los Angeles, California 90045  
[www.dmaclassaction.com](http://www.dmaclassaction.com)

Anyone with questions about, or information regarding, this lawsuit may contact the Class Administrator or Class Counsel.

Dated: July 17, 2006

Judge James R. Dunn  
Superior Court

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