

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT  
AND FINAL APPROVAL HEARING**

*Frank Ortegon-Ramirez v. Cedar Fair, L.P., et al.*  
**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA  
(CASE NO. 1-13-CV-254098)**

**IF YOU WORKED FOR CEDAR FAIR IN CALIFORNIA AS A NON-EXEMPT EMPLOYEE, YOU COULD  
GET A PAYMENT FROM A CLASS ACTION SETTLEMENT.**

*This is a court-authorized notice. This is not a solicitation from a lawyer.*

- If approved, a proposed Settlement will provide up to \$4,750,000, to resolve a class action lawsuit filed against Cedar Fair, L.P. and Cedar Fair Management, Inc. (“Cedar Fair” or “the Company”) involving claims under California’s labor laws for the alleged failure of Cedar Fair failure to pay minimum wages, failure to pay overtime wages, failure to pay reporting time wages, and failure to timely pay final wages, among other allegations, on behalf of all current and former non-exempt hourly or salaried employees who worked for the Company in California from October 3, 2009 to May 15, 2015 (the “Class Period”).
- The Settlement is a compromise. The two sides disagree on how much money, if any, might have been awarded if the lawsuit went to trial. The Court did not find that the Company violated the law. The Company denies it did anything wrong and maintains it complied at all times with applicable laws, rules, and regulations.
- There is no money available now, and no guarantee there will be. Your legal rights are affected whether you act or don’t act. **Read this notice carefully. THERE IS NO RETALIATION: You will not be fired, punished, retaliated against, or otherwise discriminated against because you choose to participate in this Settlement, or choose not to participate, or object to the Settlement.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT</b>	
<b>DO NOTHING</b>	<p><b>Stay in this lawsuit. Await the outcome. Give up certain rights.</b></p> <p>By doing nothing, you keep the possibility of getting money or benefits that may come from the Settlement. But, you give up any rights to sue Cedar Fair separately about the same legal claims in this lawsuit.</p>
<b>ASK TO BE EXCLUDED</b>	<p><b>Get out of this lawsuit. Get no benefits from it. Keep your rights.</b></p> <p>If you ask to be excluded and money or benefits are later awarded, you won’t share in those. But, you keep any rights to sue Cedar Fair separately, at your own expense, about the same legal claims in this lawsuit.</p>

- This Notice explains your options—and the deadlines that you must meet.
- The Court in charge of this case still must decide whether to grant Final Approval of the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. **Please be patient.**
- **Any questions? Read on or call the Claims Administrator at (877) 522-0019.**

<b>WHAT THIS NOTICE CONTAINS</b>
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## BASIC INFORMATION

### 1. Why did I get this notice package?

Cedar Fair's records show that you currently work, or previously worked, for Cedar Fair as a non-exempt hourly or salaried employee in California during the Class Period.

The Court authorized this Notice because you have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlement.

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

### 2. What is this lawsuit about?

The Santa Clara County Superior Court is in charge of the case. The lawsuit is known as *Ortegon-Ramirez v. Cedar Fair, L.P., et al.*, Civil Action No. 1-13-CV-254098. The lawsuit alleges that Cedar Fair failed to pay minimum and overtime wages, failed to pay reporting time wages, failed to timely pay final wages, failed to provide accurate wage statements and other violations of California law.

### 3. What is a class action and who is involved?

In a class action lawsuit, a person called a "Class Representative" (in this case Frank Ortegon-Ramirez) sues on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." The individual who sues is called the "Plaintiff." The company he or she sues (in this case Cedar Fair) is called the "Defendant." One court resolves the issues for everyone in the Class—except for those people who exclude themselves from the Class, as described in Question 9.

## WHO IS IN THE CLASS SETTLEMENT?

### 4. How do I know if I am part of the Settlement?

The Court decided that all current and former non-exempt hourly or salaried employees of Cedar Fair in California from October 3, 2009 to May, 15, 2015 are Class Members.

If you are still not sure whether you are included, you can get free help by calling or writing to the Claims Administrator or lawyers in this case using the contact information provided in the following questions.

## THE SETTLEMENT BENEFITS—WHAT YOU GET

### 5. What does the Settlement provide?

Under the proposed Settlement, the Company agrees to pay \$4,750,000 (the "Maximum Settlement Amount") to resolve Settlement Class Members' claims. The Maximum Settlement Amount includes: (a) expenses and fees of the Claims Administrator up to \$80,000; (b) an Incentive Award of up to \$5,000 to the Class Representative; (c) attorney's fees of up to \$1,583,333.33, and litigation expenses of up to \$30,000, to Class Counsel; (d) payment to the California Labor & Workforce Development Agency of up to \$50,000; and (e) the employee's share of applicable payroll taxes or withholdings related to benefits received under the Settlement as required by law (the Company's share of payroll taxes shall be paid separately). The Court must approve these payments at the Final Approval Hearing.

### 6. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you will stay in the Class and receive your share of the Settlement, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Cedar Fair and others about the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you. See Question 9 if you want to find out how to exclude yourself from the Class.

Unless you exclude yourself, you will release all claims, demands, rights, liabilities, and any causes of action, whether known or unknown, relating to or arising from the allegations in this action, including: (a) any and all claims based on the alleged failure to pay minimum wages, overtime wages, or timely payment of all wages due and owing at the time of termination pursuant to California Labor Code §§ 201-204, 510, 1194 and 1197, and the applicable Industrial Welfare Commission

Orders; (b) any and all claims based on the alleged failure to provide or maintain accurate wage statements pursuant to California Labor Code §§ 226 and 226.3; (c) any and all claims based on the alleged failure to provide reporting time pay; (d) any and all claims for statutory penalties pursuant to California Labor Code §§ 201-203, 226, 510, 1194, 1197 and the California Private Attorney General's Act, California Labor Code § 2698 *et seq.* based upon the claims released herein; (e) any and all claims for unfair business practices pursuant to California Business and Professions Code § 17200 based upon the claims released herein; and (f) any additional claims arising out of or based on the factual allegations set forth in the Complaint, including any claims for time allegedly worked but not compensated, off-the-clock time, reporting time, unpaid minimum or regular wages, overtime, any alleged failure to make wage payments in a timely manner, and any applicable penalties, damages, interest, attorneys' fees, or costs.

If you want to review the complete Settlement Agreement, you may view it on the Court's docket by following the instructions below. The Settlement Agreement was filed on March 11, 2015.

## 7. How much will my payment be?

The estimated amount of your share of the Settlement is identified on the attached Workweeks Form. The distribution formula in the Settlement is based on the number of weeks you worked for Cedar Fair in eligible positions during the Class Period ("Qualifying Workweeks") as compared to the total Qualifying Workweeks of all Class Members for the same period. Your Qualifying Workweeks were determined from Cedar Fair's records. If this information appears correct, you do not need to do anything further to receive your Individual Settlement Payment. If you disagree with the number of Qualifying Workweeks, see below.

The amount of your Individual Settlement Award shown on the Workweeks Form is just an estimate. Your payment may be higher, depending on how many Class Members decide to request exclusion from the Settlement.

## 8. How do I get a payment?

You do not need to do anything to receive your Individual Settlement Amount identified on the attached Workweeks Form. If you dispute the workweeks used to calculate your share of the Settlement, you will need to fill out Section B of the attached Workweeks Form and send it to the following address:

*Ortegon-Ramirez v. Cedar Fair Class Action* Claims Administrator  
c/o Rust Consulting, Inc. – 4722  
PO Box 2396  
Faribault, MN 55021-9096  
Telephone: (877) 522-0019

If you send the form by U.S. Mail, it must be postmarked by August 11, 2015. If you send it by any other means, it must be received by August 11, 2015.

The Claims Administrator will send Individual Settlement Awards after the Court enters an order granting Final Approval of the Settlement. If there is an appeal of an order granting Final Approval of the Settlement, payments will be delayed until all appeals are resolved in favor of the Settlement. Please be patient. You must **keep a current address on file** with the Claims Administrator to ensure that you receive your Individual Settlement Award should the Court order Final Approval of the Settlement. **If you move and the Claims Administrator cannot locate a current address for you, you will not receive a payment.**

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this Settlement, but you want to keep the right to sue or continue to sue Cedar Fair, at your own expense, about the legal issues in this case, then you must take steps to get out. This is called excluding yourself—or is sometimes referred to as opting out of the Settlement.

## 9. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter stating that you want to be excluded from the *Ortegon-Ramirez v. Cedar Fair, L.P. et al. Class Action* Settlement and that you understand that by doing so you will not receive any money from the Settlement. Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request, postmarked no later than August 11, 2015, to:

*Ortegon-Ramirez v. Cedar Fair Class Action* Claims Administrator  
c/o Rust Consulting, Inc. – 4722  
PO Box 2396  
Faribault, MN 55021-9096  
Telephone: (877) 522-0019

**10. If I don't exclude myself, may I sue Cedar Fair for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Cedar Fair for the claims this Settlement resolves. If you have a pending lawsuit against Cedar Fair, speak to your lawyer in that case immediately. Remember, the exclusion deadline is August 11, 2015.

If you start your own lawsuit against Cedar Fair after you exclude yourself, you'll have to hire and pay your own lawyer for that lawsuit, and you'll have to prove your claims.

**11. If I exclude myself, may I get money from this Settlement?**

No. If you exclude yourself, you will not receive any money from this Settlement. But, you may sue, continue to sue, or be part of a different lawsuit against Cedar Fair.

**OBJECTING TO THE SETTLEMENT**

**12. How do I tell the Court that I don't like the Settlement?**

As a Class Member, you may object to the Settlement if you don't like any part of it. You may give reasons why you think the Court should not approve it. The Court will consider your views. To object, you may file a written objection or an intent to appear and object to the Settlement with the Court, no later than August 11, 2015, stating why you object to the Settlement in *Ortegon-Ramirez v. Cedar Fair, L.P., et al.*, Case No. 1-13-CV-254098. Be sure to include your name, address, telephone number, your signature, and the reasons you object to the Settlement in writing. You must mail any written objection to these three different places, postmarked no later than August 11, 2015:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of the Court Santa Clara County Superior Court 191 N. 1st St. San Jose, CA 95113	DIVERSITY LAW GROUP, A PROFESSIONAL CORPORATION Larry W. Lee 550 S. Hope St., Suite 2655 Los Angeles, CA 90071	LITTLER MENDELSON, PC Douglas M. Bria 650 California Street, 20th Floor San Francisco, CA 94108

However, you may also appear and object at the final fairness hearing without filing a written objection and/or sending a written letter of objection stating your intent to appear. In other words, you may elect to appear and object at the final fairness hearing without submitting any written documents to the Court or the Parties.

**13. What is the difference between objecting and excluding?**

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you cannot object because the case no longer affects you.

**IF YOU DO NOTHING**

**14. What happens if I do nothing at all?**

By doing nothing you choose to stay in the Class. If you stay in and the Court approves the Settlement, you will receive a portion of the Settlement proceeds. Keep in mind that if you do nothing now, you will not be able to sue, or continue to sue Cedar Fair about the same legal claims that are the subject of this lawsuit. You will also be legally bound by all orders and judgments of the Court in this class action.

## THE LAWYERS REPRESENTING YOU

### 15. Do I have a lawyer in this case?

The Court decided that the law firms of Diversity Law Group, A Professional Corporation; William L. Marder, Polaris Law Group, and Dennis S. Hyun, Hyun Legal APC are qualified to represent you and all Class Members. You will not be charged for these lawyers. These law firms are referred to as “Class Counsel.” They are experienced in handling similar cases against other employers. You can also find the most important documents in this case, this notice, the complaint, etc., at the website <http://www.marderemploymentlaw.com/settlements>.

### 16. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working for you. But, if you want your own lawyer, you will have to pay that lawyer. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

### 17. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of attorneys’ fees up to \$1,583,333.33, and litigation expenses estimated to be up to \$30,000.

## THE COURT’S FAIRNESS HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, although you don’t have to.

### 18. When and where will the Court decide whether to approve the Settlement?

On April 3, 2015, at 9:00 a.m., in Department 1 of the Superior Court of California, County of Santa Clara, the Court held a hearing where it provisionally approved the terms of the proposed Settlement, approved this Notice, and scheduled a hearing where the Court will consider whether to grant “Final Approval” of the proposed Settlement.

The Final Approval Hearing is scheduled to occur on September 4, 2015, 9:00 AM in Dept. 1 of the Superior Court of California, County of Santa Clara, located at 191 North 1st Street, San Jose, California 95113. The Court may continue or adjourn the Final Approval Hearing without further notice to the Class. At this hearing the Court will consider whether the Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

### 19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you file an objection, you do not need to come to Court to talk about it. As long as you filed and mailed your written objection or notice of intent to appear on time, the Court will consider your objection or may allow you to speak at the hearing. You may also pay your own lawyer to attend, but it’s not necessary.

### 20. May I speak at the Final Approval Hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that it is your “Notice of Intention to Appear in *Ortegon-Ramirez v. Cedar Fair, L.P., et al.*, Case No. 1-13-CV-254098.” Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than August 11, 2015, and sent to the Clerk of the Court, Class Counsel and Defense Counsel at the addresses provided in this Notice. You cannot speak at the hearing if you excluded yourself.

## GETTING MORE INFORMATION

### 21. Are more details available?

The Court-appointed Claims Administrator for this Settlement is as follows:

Questions? Call (877) 522-0019

*Ortegon-Ramirez v. Cedar Fair Class Action* Claims Administrator  
c/o Rust Consulting, Inc. – 4722  
PO Box 2396  
Faribault, MN 55021-9096  
Telephone: (877) 522-0019

If you have questions, you may call the Claims Administrator, toll-free, at (877) 522-0019. Ask about the *Ortegon-Ramirez v. Cedar Fair Class Action*.

You may also contact Class Counsel using the contact information provided in this Notice. **PLEASE DO NOT CALL THE COURT.**

You may also view documents filed in this case on the Court's website. Clerk of the Court and can be accessed at <http://www.sccaseinfo.org/>. From this screen, you can hover over the Civil Index link. Then you can select Case Number from the dropdown menu. You will then be prompted to enter the case number. You may then enter 113CV254098 to access the electronic case file.