

Hamilton v Vail Settlement
Settlement Administrator
c/o A.B. Data, Ltd.
PO Box 173014
Milwaukee, WI 53217

NOTICE OF CLASS AND COLLECTIVE ACTION SETTLEMENT

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<<CITY>>, <<STATE>> <<ZIP>>

NOTICE OF CLASS AND COLLECTIVE ACTION SETTLEMENT

Hamilton v. Heavenly Valley, Limited Partnership, Case No. SC20210148
Superior Court of the State of California, County of El Dorado

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**PLEASE READ THIS NOTICE CAREFULLY.
THIS NOTICE COULD AFFECT YOUR LEGAL RIGHTS.
YOU MAY BE ENTITLED TO MONEY FROM THIS SETTLEMENT.**

A Court authorized this notice. This is not a solicitation from a lawyer.

You are receiving this Notice because you are a current or former employee of the Vail Corporation d/b/a/ Vail Resorts Management Company, Heavenly Valley, Limited Partnership, or one of their related or affiliated companies (collectively, “Vail”) at their resort locations or mountain facilities in the United States, and you may be entitled to money as a result of the settlement of a lawsuit. A court has authorized this Notice so you are made aware of your rights.

Plaintiffs Christopher Hamilton, Anna Gibson, Zachariah Saiz-Hawes, William Berrier, Matthew Allen, Adam Heggen, and Paul Roberds (collectively, “Plaintiffs”) brought the above-captioned class and collective action lawsuit (the “Action”), which is pending before the Superior Court for the State of California, County of El Dorado (the “Court”). The Action alleges that Vail violated federal and state wage and hour laws, and several related causes of action. Vail denies any wrongdoing but has agreed to settle the lawsuit to avoid the time, cost and uncertainty of litigation. The Court has not made any decisions regarding the merits of the lawsuit. The Court has, however, granted preliminary approval of the proposed settlement (the “Settlement”) which has been agreed upon by legal counsel for the Plaintiffs and Vail.

The Court has ordered that this Notice be sent to you because you may be affected by the Settlement. The purpose of this Notice is to inform you about the Settlement and your legal rights under the Settlement as follows:

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS:	
Get a Payment	If you want to participate in the Settlement and receive a monetary payment, there are two ways to do so. <i>First</i> , you can fill out and return the “Consent to Join” Form provided below or available at: www.resortsettlement.com . <i>Second</i> , you can do nothing, wait to receive a payment, and then cash the check you receive. Either of these methods will ensure you participate. If you return the Consent to Join Form and/or cash the check you receive, you will give up your right to sue Defendants (as defined below) for any of the legal claims identified in Section IX, below. After final approval of the Settlement by the Court, your Settlement Payment will be mailed to you at the same address identified on this Notice. If your address changes, please notify the Settlement Administrator.
Exclude Yourself	If you do not want to participate in the Settlement, send the Opt-Out Statement to the Settlement Administrator as provided below, which will remove you from the Action and the Settlement. You will not receive any payment. You will keep your right to sue Defendants for the legal claims in this Action. The Settlement will bind all Class Members who do not request exclusion by submitting an Opt-Out Form.
Object	If you wish to object to the Settlement, send a written objection by mail to the Settlement Administrator stating your reasons for the objection. Directions are provided below. You cannot both object and exclude yourself from the Settlement.

I. WHY DID I RECEIVE THIS NOTICE AND WHAT IS THE CASE ABOUT?

You are a potential Class Member in a class and collective action lawsuit filed against Vail.

The Action contains claims against Vail for: (i) unpaid wages (including but not limited to minimum wages, overtime wages, double time wages, and wage premiums) under the Fair Labor Standards Act (“FLSA”) and/or the laws of the states of California, Colorado, Wisconsin, Michigan, New York, Vermont, Minnesota, Utah, Washington, Ohio, Indiana, Missouri, New

Hampshire, Pennsylvania, Nevada, and Wyoming (collectively, “Class States”); (ii) failure to authorize, provide or allow proper meal and/or rest periods under the FLSA and/or the laws of the Class States; (iii) failure to pay proper meal and/or rest break premiums under the laws of the Class States; (iv) failure to reimburse expenses, as well as any resulting claims for unpaid wages arising out of such allegations, under the FLSA and/or the laws of the Class States; (v) unlawful deductions, rebates, or refunds from wages, as well as any resulting claims for unpaid wages arising out of such allegations; (vi) breach of contract under the laws of the Class States; (vii) failure to accurately record time or keep accurate records under the FLSA and/or the laws of the Class States; (viii) failure to provide accurate employment records upon request under the laws of the Class States; (xiii) improper or inaccurate wage statements under the laws of the Class States; (xiv) failure to pay timely wages during employment under the FLSA and/or laws of the Class States; (xv) failure to pay timely wages at or after termination under the FLSA and/or laws of the Class States; (xvi) solicitation of employees by misrepresentation under the laws of the Class States; (xvii) fraudulent solicitation of employees under the laws of the Class States; (xviii) employment under conditions detrimental to employee health under federal law and/or the laws of the Class States, (xx) unfair business practices under the laws of the Class States ; (xxi) false or deceptive representation or advertisement under the laws of the Class States; (xxii) statutory or civil penalties (including but not limited to those under PAGA); (xxiii) unfair competition under the laws of the Class States; and (xxiv) unjust enrichment under the laws of the Class States. The Action seeks damages for lost wages, interest, penalties, injunctive relief, and attorneys’ fees and expenses.

The parties reached an agreement to settle all claims in the Action, which was preliminarily approved by the Court on February 1, 2022. The Court has ordered that this Notice be sent to you to inform you of the Settlement and your legal rights under the Settlement.

II. WHAT ARE THE PARTIES’ POSITIONS AND REASONS FOR SETTLEMENT?

The Action was filed by Plaintiffs Christopher Hamilton, Anna Gibson, Zachariah Saiz-Hawes, William Berrier, Matthew Allen, Adam Heggen, and Paul Roberds on behalf of themselves and others similarly situated. Counsel for the Plaintiffs (“Class Counsel”) have extensively investigated and researched the facts and law for the issues in the Action, and believe Plaintiffs have asserted valid claims. While Class Counsel believe Plaintiffs’ claims in this Action have merit, Class Counsel also recognizes that the risk, expense, and delay involved with continued litigation justify settlement. Taking all factors into account, Class Counsel believes the proposed Settlement is fair, adequate, and reasonable and in the best interests of the Class Members.

Vail believes all of its employees have been compensated in compliance with the law and denies that it has done anything wrong. Nothing about the Settlement may be used against Vail as an admission or indication of any fault or liability. However, Vail has agreed to the Settlement to avoid the time, cost, and uncertainty of litigation.

The parties recognize that continuing to litigate the Action takes time and money and any outcome is uncertain. Therefore, the parties have agreed to settle this Action on the terms set forth in the Settlement.

The Court has made no ruling on the merits of the claims or defenses in the Action and has determined only that certification for settlement purposes only is appropriate under the law.

III. WHO IS IN THE CLASS?

The “Class Members” are all non-exempt employees who, at any time during the “Covered Period” worked for and were employed by Vail in the United States and worked primarily at one of its resort locations or mountain facilities. The “Covered Period” starts:

- For Class Members employed in Wyoming, on October 21, 2010.
- For Class Members employed in Indiana, Ohio, Washington, Minnesota, Vermont, New York, Michigan, Nevada, Wisconsin, and Colorado, on October 21, 2014.
- For Class Members employed in Missouri, on October 21, 2015.
- For Class Members employed in California, Pennsylvania, and Utah, on October 21, 2016.
- For Class Members employed in New Hampshire, on October 21, 2017.
- For Class Members not employed in one of the above identified states, on October 21, 2016.

The Covered Period ends, for all Class Members employed in California, on December 15, 2021, and for all Class Members employed in states other than California, on October 23, 2021.

IV. WHAT ARE THE SETTLEMENT TERMS?

The Settlement provides that Vail will pay \$13,100,000.00 (the “Gross Settlement Amount”) to fully resolve the claims in the Action. Certain deductions will be made from the Gross Settlement Amount:

- (1) The Court has tentatively approved a payment of up to \$350,000.00 to the Settlement Administrator, A.B. Data Ltd., for the costs incurred in notifying the potential Class Members and processing claims.
- (2) Class Counsel will ask the Court at the Final Approval Hearing to approve attorneys’ fees of not to exceed 33 1/3 of the Gross Settlement Amount, or \$4,366,666.67, and reimbursement of the reasonable litigation expenses Class Counsel has incurred, not to exceed \$50,000. Class Counsel has litigated the Action on behalf of the Class Members on a contingency fee basis (that is, without being paid to date) while advancing litigation costs and expenses. The award of attorneys’ fees and reasonable litigation expenses will fully compensate Class Counsel for all legal fees and expenses incurred in the Action, including any work they do in the future. Class Members are not personally responsible for any fees or expenses.
- (3) Class Counsel will also ask the Court at the Final Approval Hearing to approve Service Awards of \$10,000.00 each for named Plaintiffs Christopher Hamilton, Zachariah Saiz-Hawes, William Berrier, Matthew Allen, Adam Heggen, and Paul Roberds for acting as representatives on behalf of the Class Members and spending time assisting with the Action, which was not required of other Class Members.
- (4) \$375,000.00 shall be paid to California’s Labor and Workforce Development Agency to pay the government portion of penalties allocated under the California Labor Code’s Private Attorneys General Act (“PAGA”).

The balance of the Gross Settlement Amount after the deductions described above is the “Net Settlement Amount.” The Net Settlement Amount is estimated to be \$7,918,333.33.

The amount of money Class Members will receive from the Settlement depends on how many hours they worked for Vail during the Covered Period, whether they worked in a “Snow Position” or “Non-Snow Position”, and the state in which they worked. “Snow Position” is defined as all job titles in the following job families: Mountain Safety, Ski School, Lift Maintenance, Lift Operations, Mountain Host, Mountain Dining, Snowmaking, and Epic Mix. “Non-Snow Position” is defined as all other job titles included in the Settlement other than Snow Positions.

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.resortsettlement.com.

V. HOW MUCH MONEY WILL I RECEIVE?

Your share of the Net Settlement Amount is estimated to be \$<<ESTIMATED AWARD>>. This amount may increase or decrease based on a number of factors, including but not limited to how much the Court awards in attorneys’ fees and reasonable litigation expenses, and the number of individuals who ask to be excluded from the Class.

VI. WHAT ARE MY OPTIONS, HOW CAN I GET MY SETTLEMENT MONEY, AND WHAT DO I NEED TO DO?

Depending on your dates of employment, you may be a Class Member for purposes of state law claims and/or federal FLSA claims. Here are your options regarding both types of claims.

A. Options Regarding Your State Law Claims

- **Option 1** — *Do nothing and receive a Settlement payment check.* If you do nothing and you are a Class Member, you will automatically receive a Settlement Payment for your share of the Settlement and you will be bound by the Settlement.
- **Option 2** — *Request exclusion from the Class.* If you wish to be excluded from the Class portion of the Settlement, you must submit an Opt-Out Form to the Settlement Administrator at the following address: A.B. Data, Ltd.; PO Box 173014; Milwaukee, WI 53217 on or before May 20, 2022. Your Opt-Out Form must include your name and signature. If you submit an Opt-Out Form, you will not be bound by the Settlement and you will not receive a Settlement Payment as part of the Settlement.
- **Option 3** — *Object to the Settlement.* If you are a Class Member and wish to object and tell the Court why you do not like the Settlement, you may submit a written objection or appear at the final approval hearing to raise your objection.

If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. If you submit a written objection, it should identify this case name and number, *Hamilton v. Heavenly Valley, Limited Partnership*, Case No. SC20210148, Superior Court of the State of California, County of El Dorado; and be submitted to the Court by filing it with the Court. If the Court denies approval, no settlement payments will be sent out, and the Action will continue. You may also appear at the final approval hearing scheduled for 1:30 on June 17, 2022 in Courtroom Department 4 of the Superior Court of the State of California, County of El Dorado, located at 1354 Johnson Blvd., South Lake Tahoe, CA 96150, in Department 4, to have your objection heard by the Court. Any Class Member who does not object at or before the final approval hearing will be deemed to have approved the Settlement and to have waived such objections and shall not be able to make any objections (by appeal or otherwise) to the Settlement.

B. Options Regarding Your Federal Claims

Because this case involves federal FLSA claims in addition to state law claims, you must “consent to join” the case in order to receive payment for your FLSA claims. If you do not join the Settlement, you will not receive a payment. You may consent to join the Action and Settlement in one of two ways:

- **Option 1**— *Submit the Consent to Join Form*. You must submit the Consent to Join Form (using the postage pre-paid envelope provided along with this notice) to the Settlement Administrator at the following address: A.B. Data, Ltd.; PO Box 173014; Milwaukee, WI 53217 on or before May 20, 2022. You may also submit a Consent to Join Form online by following the instructions on the following website: www.resortsettlement.com.
- **Option 2** — *Cash or Deposit Your Settlement Payment*. By cashing or depositing the settlement check sent to you by the Void Date referenced on the check, you are consenting to join the FLSA portion of the Settlement.

VII. HOW ARE THE INDIVIDUAL SETTLEMENT PAYMENTS CALCULATED?

Individual Settlement Payments are calculated using a “points” system as follows:

- (a) For each hour worked by a Class Member outside of California before October 21, 2017 but within the applicable Covered Period, assign each such Class Member one (1) point for each such hour, as consideration for settling state law breach of contract claims;
- (b) For each hour worked by a Class Member in California between October 21, 2016, and October 21, 2017, in a Snow Position during the applicable Covered Period, assign each such Class Member thirty (30) points for each such hour; for each hour worked by a Class Member in California between October 21, 2016, and October 21, 2017, in a Non-Snow Position during the applicable Covered Period, assign each such Class Member fifteen (15) points for each such hour, as consideration for settling state law breach of contract claims and unfair competition claims;
- (c) For each hour worked by a Class Member in California between October 21, 2017, and December 15, 2021, or in Colorado between October 21, 2017, and October 23, 2021, in a Snow Position during the applicable Covered Period, assign each such Class Member sixty (60) points for each such hour; for each hour worked by a Class Member in California between October 21, 2017, and December 15, 2021, or in Colorado between October 21, 2017, and October 23, 2021, in a Non-Snow Position during the applicable Covered Period, assign each such Class Member thirty (30) points for each such hour; for each hour worked by a Class Member outside of California or Colorado between October 21, 2017, and October 23, 2021, in a Snow Position during the applicable Covered Period, assign each such Class Member thirty (30) points for each such hour; for each hour worked by a Class Member outside of California or Colorado between October 21, 2017, and October 23, 2021, in a Non-Snow Position during the applicable Covered Period, assign each such Class Member fifteen (15) points for each such hour, as consideration for settling their state law claims and federal Fair Labor Standards Act (FLSA) claims;
- (d) Add all points for all Class Members together to obtain the “Denominator”;
- (e) Divide the number of points for each Class Member by the Denominator to obtain each Class Member’s “Payment Ratio”;
- (f) Multiply each Class Member’s Payment Ratio by the Net Settlement Amount to determine his or her Individual Settlement Payment.

Fifty percent (50%) of each Individual Settlement Payment shall be to settle FLSA claims and fifty percent (50%) shall be to settle state law claims.

For tax purposes, thirty-three percent (33%) of each Individual Settlement Payment shall be treated as settlement for wage claims, which will be subject to required tax withholdings, and reported on an IRS W2, and sixty-seven percent (67%) shall be treated as settlement for penalties and interest and/or statutory penalties, which will be paid without withholding any amount,

and reported on a Form 1099. You should consult with your tax advisors concerning the tax consequences of the payments you receive under the Settlement.

VIII. WHAT HAPPENS TO LEFTOVER FUNDS FROM THE SETTLEMENT?

If, after the Individual Settlement Payments are distributed, any Class Members have failed to timely cash their settlement checks, the leftover funds allocated to settle state law claims (50% of each Individual Settlement Payment) shall be redistributed on a pro rata basis to Class Members who cashed their settlement checks in the initial distribution. Leftover funds allocated to settle FLSA claims will not be paid out and remain Vail's property. If there are leftover funds allocated to settle state law claims after the second distribution, half (50%) of those funds will be donated to Legal Services of Northern California, and the other half (50%) will be donated to Colorado Legal Services.

IX. WHAT AM I GIVING UP IN EXCHANGE FOR THE SETTLEMENT BENEFITS?

Released Claims. If approved by the Court, the Settlement will bar any Class Member who does not timely request exclusion from the Action from bringing certain claims described below against Defendants. The Settlement contains the following provisions regarding the release of claims by Class Members:

The definition of Released Claims includes, but is not limited to, all of the following claims for relief: (i) unpaid wages (including but not limited to minimum wages, overtime wages, double time wages, and wage premiums) under the FLSA and/or the laws of the states of California, Colorado, Wisconsin, Michigan, New York, Vermont, Minnesota, Utah, Washington, Ohio, Indiana, Missouri, New Hampshire, Pennsylvania, Nevada, and Wyoming (collectively, "Class States"); (ii) failure to authorize, provide or allow proper meal and/or rest periods under the FLSA and/or the laws of the Class States; (iii) failure to pay proper meal and/or rest break premiums under the laws of the Class States; (iv) failure to reimburse expenses, as well as any resulting claims for unpaid wages arising out of such allegations, under the FLSA and/or the laws of the Class States; (v) unlawful deductions, rebates, or refunds from wages, as well as any resulting claims for unpaid wages arising out of such allegations; (vi) breach of contract under the laws of the Class States; (vii) failure to accurately record time or keep accurate records under the FLSA and/or the laws of the Class States; (viii) failure to provide accurate employment records upon request under the laws of the Class States; (xiv) improper or inaccurate wage statements under the laws of the Class States; (xv) failure to pay timely wages during employment under the FLSA and/or laws of the Class States; (xvi) failure to pay timely wages at or after termination under the FLSA and/or laws of the Class States; (xvii) solicitation of employees by misrepresentation under the laws of the Class States; (xviii) fraudulent solicitation of employees under the laws of the Class States; (xix) employment under conditions detrimental to employee health under federal law and/or the laws of the Class States, (xx) unfair business practices under the laws of the Class States ; (xxi) false or deceptive representation or advertisement under the laws of the Class States; (xxii) statutory or civil penalties (including but not limited to those under PAGA); (xxiii) unfair competition under the laws of the Class States ; (xxiv) unjust enrichment under the laws of the Class States; and (xxv) all other claims for damages, penalties, interest, injunctive relief, equitable relief, attorneys' fees and costs, and other amounts recoverable under any of the aforementioned causes of action or arising out of the Factual Predicates, to the extent permissible by law, including but not limited to any state's labor codes, wage orders, and the California Unfair Competition Law or any other analogous state law.

The Factual Predicates consist of all of the factual allegations raised in the Amended Complaint, including but not limited to: interrupted meal and rest breaks; short meal and rest breaks; working during meal and rest breaks; untimely meal and rest breaks; on-duty or on-premises meal and rest breaks; failure to pay proper wages or premiums in response to or in lieu of meal/rest break violations; time spent travelling, commuting, donning/doffing, storing or removing gear, training, maintaining equipment, checking/reviewing schedules, making business-related purchases, waiting time, pre-shift meetings, post-shift meetings, communicating with customers, planning and strategizing about work, communicating with ski and snowboard students, communicating with other Vail employees, communicating with managers/supervisors, checking terrain reports, completing paperwork, reviewing schedules, reviewing grooming information, reviewing terrain information, reviewing snow and weather reports, working from home, performing compensable activities pre- and post-scheduled shifts or clocking in, or time spent working off the clock; falsification or alteration of time records; application of the continuous workday doctrine; application of the seventh-consecutive day of work rule; failure to properly or accurately record, track, or pay employee time; failure to properly calculate or provide employee pay; the content of documents, statements, press releases, or communications by or from Vail or its officers or employees regarding wages; agreements between Vail and its employees; use of smartphones or other cellular telephones; use of the Internet; use of data and/or cellular plans, use of personal electronic equipment; use of

personal ski equipment, clothing and paraphernalia, the purchase and maintenance of necessary equipment, tools, and clothing; agreements regarding missed or interrupted meal and rest breaks; miscalculating the regular rate; misuse of the Colorado “Ski Industry Exemption”; misuse of the California ski establishment rule in IWG Wage Order No. 10-2001 § 3 (K); timing of wage payments; maintenance of records; content and formatting of wage statements; responses to requests for wage and hour or personnel records; and any other facts pled in the Amended Complaint.

For purposes of this Settlement, the term “Defendants” means The Vail Corporation d/b/a Vail Resorts Management Company, Heavenly Valley, Limited Partnership, and all of their parent corporations, subsidiaries, and other affiliates.

This Settlement is conditioned upon the Court entering an order at or following the Final Approval hearing approving the Settlement as fair, reasonable, adequate and in the best interests of the Class Members.

X. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Final Approval hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at 1:30 PM on June 17, 2022 in the Superior Court of the State of California, County of El Dorado, located at 1354 Johnson Blvd., South Lake Tahoe, CA 96150, in Department 4. The hearing date may be changed without further notice; however, you can check the Settlement Administrator’s Website at www.resortsettlement.com to find out if the hearing date has changed. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or you can appear without an attorney and represent yourself.

The Final Approval Hearing may be continued to a different date and/or time without further notice to the Class. You may contact Class Counsel, listed below in this Notice, to inquire into the date and time of the Final Approval Hearing.

XI. WHO ARE THE ATTORNEYS REPRESENTING THE PLAINTIFFS?

Plaintiffs and Class Members are represented in this Action by attorneys at the law firms of The Liu Law Firm, P.C., The Ottinger Firm, P.C., King & Siegel, LLP, Justin Toobi, Esq.; Diversity Law Group, P.C., and Webber Law Group, P.C., whose contact information appears below.

THE LIU LAW FIRM, P.C.

Jennifer Liu
800 Menlo Avenue, Suite 102
Menlo Park, CA 94025
Telephone: (650) 461-9000
jliu@liulawpc.com

THE OTTINGER LAW FIRM, P.C.

Robert Ottinger
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robert@ottingerlaw.com

DIVERSITY LAW GROUP, P.C.

Larry Lee
Max Gavron
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Los Angeles, CA 90071
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JAMES HAWKINS APLC

James Hawkins
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info@jameshawkinsaplc.com

KING & SIEGEL, LLP

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Los Angeles, CA 90014
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elliott@kingsiegel.com

JUSTIN TOOBI, ESQ.

Justin Toobi
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Los Angeles, CA 90014
Telephone: (310) 435-9407
justin@toobiesq.com

WEBBER LAW GROUP, P.C.

Kelsey Webber
333 University Ave., Suite 200
Sacramento, CA 95825
Telephone: (916) 262-7006
kelsey.webber@webberlawgroup.com

CAN VAIL RETALIATE AGAINST ME AS A RESULT OF WHAT I DO IN RESPONSE TO THIS NOTICE?

No. If you are a current employee of Vail, your decision as to whether or not to participate in this settlement will in no way affect your employment with Vail. It is further illegal for Vail to take any adverse employment action against you as a result of your decision whether or not to participate in this settlement.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the address, telephone number (toll-free), e-mail, or website listed below.

Hamilton v Vail Settlement
Settlement Administrator
c/o A.B. Data, Ltd.
PO Box 173014
Milwaukee, WI 53217
Phone: 877-316-0163
Fax: 414-963-3277
E-Mail: info@resortsettlement.com
Website: www.resortsettlement.com

ADDITIONAL INFORMATION

This Notice only summarizes the Action, the Settlement, and related matters. For more information, you may inspect the Court files at the Office of the Clerk, 1350 Johnson Blvd., South Lake Tahoe, CA 96150, open from 8:00 a.m. to 3:00 p.m., Monday through Friday, excluding holidays. You may also request a copy of the "Joint Stipulation of Settlement and Release" from the Settlement Administrator.

ALL INQUIRIES REGARDING THIS ACTION SHOULD BE MADE TO THE SETTLEMENT ADMINISTRATOR at A.B. Data, Ltd; PO Box 173014; Milwaukee, WI 53217. YOU MAY ALSO CONTACT CLASS COUNSEL at the contact information listed above.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.

CONSENT TO JOIN FORM

Hamilton v. Heavenly Valley, Limited Partnership, Case No. SC20210148
Superior Court of the State of California, County of El Dorado

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<<NOTICE ID>>

CONSENT TO JOIN LAWSUIT & AGREEMENT TO BE BOUND BY RELEASE: By signing, dating, and returning this Consent to Join Form, you agree to consent to join the litigation entitled *Hamilton v. Heavenly Valley, Limited Partnership*, Case No. SC20210148 (California Superior Court for the County of El Dorado), and participate in the proposed Settlement of the litigation in resolution of claims brought pursuant to the Fair Labor Standards Act 29 U.S.C. § 216(b). You agree to be represented by Class Counsel and to be bound by the Settlement Agreement negotiated by Class Counsel in this case. You agree to be bound by any adjudication of this litigation by the Court, whether it is favorable or unfavorable. If the Settlement Agreement receives final approval from the Court, you will immediately and irrevocably release all claims described in the Settlement Agreement. This release will be effective even if you do not timely deposit or negotiate the settlement payment that will be sent to you.

YOU MUST SUBMIT THIS CONSENT TO JOIN FORM NO LATER THAN May 20, 2022 TO JOIN THE LAWSUIT AND SETTLEMENT. ALTERNATIVELY, YOU MAY ALSO CASH OR DEPOSIT YOUR SETTLEMENT CHECK TO JOIN THE LAWSUIT AND SETTLEMENT.

1. My name is: _____
First Middle Last

2. My home address is: _____
Address
_____, _____, _____
City State Zip Code

3. My telephone number is: _____
Telephone Number

4. My email address is: _____
Email Address

Signature Type or print name Date

OPT-OUT FORM

Hamilton v. Heavenly Valley, Limited Partnership, Case No. SC20210148
Superior Court of the State of California, County of El Dorado

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IF YOU DO NOT WISH TO BE A PART OF THIS SETTLEMENT AND RECEIVE MONEY FROM THE SETTLEMENT DESCRIBED IN THE ACCOMPANYING NOTICE, PLEASE COMPLETE THIS FORM. *YOU WILL NOT RECEIVE ANY MONEY IF YOU FILL OUT AND RETURN THIS FORM.*

You have a right to exclude yourself (“opt out”) from the Settlement Class, but if you choose to do so, **you will not receive any payment from the proposed Settlement** described in the Settlement Agreement and summarized in the Notice of Class and Collective Action Settlement (“Notice”). You will not be bound by a judgment in this case and you will have the right to file your own lawsuit against Defendants and to pursue your own claims in a separate suit.

If you wish to participate in the Settlement Class and receive money from the Settlement, you should not return this Opt-Out Form.

If you choose to exclude yourself, you must complete this Opt-Out Form and send the signed form no later than May 20, 2022 to the Claims Administrator at A.B. Data, Ltd.; PO Box 173014; Milwaukee, WI 53217 This Opt-Out Form must be delivered by U.S. Mail or by courier (not by e-mail or fax) to the Claims Administrator.

If you timely and properly submit this Opt-Out Form, then you will be excluded from the Settlement Class, and you will not be entitled to any payment or other benefits from the Settlement, you will not be entitled to object to the Settlement, and you will not be bound by the release of claims set forth in the Settlement Agreement and Notice.

Before electing to opt-out and exclude yourself from the Settlement Class, you should read the enclosed Notice to understand the effect of either opting out of the Settlement Class or not opting out of the Settlement Class. You have the right to confer with Class Counsel or counsel of your own choosing, before executing this Opt-Out Form. If you have any questions regarding the effect of opting out of the Settlement Class or not opting out of the Settlement Class, or need any further information or assistance, please contact any of the following Class Counsel:

THE LIU LAW FIRM, P.C.

Jennifer Liu
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jliu@liulawpc.com

THE OTTINGER LAW FIRM, P.C.

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DIVERSITY LAW GROUP, P.C.

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mgavron@diversitylaw.com

JAMES HAWKINS APLC

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KING & SIEGEL, LLP

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elliott@kingsiegel.com

JUSTIN TOOBI, ESQ.

Justin Toobi
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Los Angeles, CA 90014
Telephone: (310) 435-9407
justin@toobiesq.com

WEBBER LAW GROUP, P.C.

Kelsey Webber
333 University Ave., Suite 200
Sacramento, CA 95825
Telephone: (916) 262-7006
kelsey.webber@webberlawgroup.com

INSTRUCTIONS

1. Questions 1-4 of below must be answered.
2. The completed Opt-Out Form must be sent to the following address so that it is postmarked or otherwise delivered no later than May 20, 2022 to:

Hamilton v Vail Settlement
Settlement Administrator
c/o A.B. Data, Ltd.
PO Box 173014
Milwaukee, WI 53217
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Fax: 414-963-3277
E-Mail: info@resortsettlement.com
Website: www.resortsettlement.com

QUESTIONS

1. My name is: _____
First Middle Last
2. My mailing address is: _____
Address

_____, _____, _____
City State Zip Code
3. My telephone number is: _____
Telephone Number
4. My email address is: _____
Email Address

<<NoticeID>>

ATTESTATION

I HEREBY CONFIRM THAT I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THIS PROCEEDING AND FROM ALL PAYMENTS AND OTHER BENEFITS OTHERWISE AVAILABLE TO ME UNDER THE SETTLEMENT.

Signature

Type or Print Name

Date