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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

NELSON COTLETO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

LA CANADA FLINTRIDGE COUNTRY
CLUB, a California Corporation; and DOES 1
through 100,

Defendants.

Case No.: 20STCV28295

**SUPPLEMENTAL DECLARATION
OF DANIEL J. BROWN IN SUPPORT
OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT**

Assigned for All Purposes to:
Hon. Elihu M. Berle, Dept. 06

Date: September 22, 2022
Time: 11:00 a.m.
Dept.: 06

Complaint Filed: July 28, 2020
Trial Date: None Set

1 I, DANIEL J. BROWN, declare as follows:

2 1. I am the principal of the law firm of Stansbury Brown Law, PC and counsel for
3 the named plaintiff Nelson Cotleto ("Plaintiff") and the proposed Settlement Class in the above-
4 captioned matter. I am a member in good standing of the bar of the State of California and am
5 admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration
6 and could testify competently to them if called upon to do so.

7 2. This declaration addresses the issues identified by the Court at the August 12, 2022
8 hearing on Plaintiff's Motion for Preliminary Approval.

9 3. A true and correct copy of the amended Stipulation and Agreement to Settle Class
10 Action and PAGA ("Settlement") is attached hereto as **Exhibit A**. true and correct copy of the
11 "red-lined" version of the amended Settlement showing the revisions made from the prior
12 Settlement submitted to the Court is attached hereto as **Exhibit B**. Per the Court's instruction, the
13 revised Settlement: (1) Changes Paragraph 1.30 to clarify the PAGA release is limited to the
14 claims alleged in the operative complaint and LWDA notice; (2) Changes Paragraph 3.5.1 to state
15 the release is only effective upon full payment of the settlement; and (3) changes Paragraph 3.7.8
16 to clarify that modifications to the Settlement require Court approval.

17 4. The amended Notice of Class and Representative Action Settlement ("Class
18 Notice") is attached hereto as **Exhibit C**. true and correct copy of the "red-lined" version of the
19 Class Notice showing the revisions to the prior Class Notice is attached hereto as **Exhibit D**. The
20 revised Class Notice has been changed to reflect the above identified changes in the Settlement
21 and the revised implementation scheduled ordered by the Court.

22 I declare under penalty of perjury under the laws of the State of California and the United
23 States that the foregoing is true and correct. Executed on September 8, 2022, at Venice,
24 California.

25 

26 _____
Daniel J. Brown

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

NELSON COTLETO, as individuals and on
behalf of all others similarly situated,

Plaintiffs,

vs.

LA CANADA FLINTRIDGE COUNTRY
CLUB, a California Corporation; and DOES 1
through 100,

Defendants.

CASE NO. 20STCV28295

[Assigned for all purposes to: Hon. Judge
Elihu M. Berle, Dept. 06]

CLASS ACTION

**STIPULATION AND AGREEMENT TO
SETTLE CLASS ACTION AND PAGA**

Action Filed: July 28, 2020
Trial Date: None Set

IT IS HEREBY STIPULATED AND AGREED by and between Nelson Cotleto (as
“Class Representative” or “Plaintiff”), on behalf of himself and all others similarly situated to
them and as defined below, on the one hand, and Defendant La Canada Flintridge Country Club
 (“Defendant”) (collectively, the “Parties”), on the other hand, as set forth below:

I. The Conditional Nature of This Stipulation.

This Stipulation and Agreement to Settle Class Action, including all associated exhibits
or attachments (herein “Stipulation”), is made for the sole purpose to resolve the above-captioned
matter (the “Litigation”) on a class-wide basis. This Stipulation and the settlement it evidences is
made in compromise of disputed claims. Because the Litigation was filed as a class action, this
settlement must receive preliminary and final approval from the Court. Accordingly, Defendant

1 and the Class Representative enters into this Stipulation on a conditional basis. In the event that
 2 the Court does not execute and file the Order Granting Final Approval of Settlement, or in the
 3 event that the Court does not enter the Judgment (as defined below), or in the event that the
 4 associated Judgment does not become Final (as defined below) for any reason, this Stipulation
 5 shall be deemed null and void, it shall be of no force or effect whatsoever, it shall not be referred
 6 to or used for any purpose whatsoever, and the negotiation, terms, and entry of it shall remain
 7 subject to the provisions of California Evidence Code sections 1119 and 1152.

8 Defendant denies all of the claims as to liability, damages, and restitution, as well as the
 9 class allegations asserted in the Litigation. Defendant has agreed to resolve this Litigation via this
 10 Stipulation, but to the extent this Stipulation is deemed void or does not take effect, Defendant
 11 does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations
 12 in the Litigation upon all legal, procedural, and factual grounds, including without limitation the
 13 ability to challenge class treatment on any grounds or to assert any and all defenses or privileges.
 14 The Class Representative and his counsel agree that Defendant retains and reserves these rights.
 15 In particular, the Class Representative and his counsel waive and agree not to argue or to present
 16 any argument that Defendant would be estopped from contesting class certification because it has
 17 entered into this Stipulation. In addition, the settling parties recognize and agree that under
 18 California law, which is applicable here, courts impose a lesser burden for certification for
 19 settlement classes than they do for contested classes.

20 **II. The Parties to this Stipulation.**

21 This Stipulation (with the associated exhibits) is made and entered into by and among the
 22 following parties (collectively, the "Settling Parties"): (i) the Class Representative, Nelson
 23 Cotleto (on behalf of himself and each of the members of the class), with the assistance and
 24 approval of his counsel (the "Class Counsel"); and (ii) Defendant La Canada Flintridge Country
 25 Club, with the assistance of its counsel of record in the Litigation. The Stipulation is intended by
 26 the Settling Parties to result in a Judgment and to fully, finally, and forever resolve, discharge, and
 27 settle the released claims upon and subject to the terms and conditions hereof.

1 **III. Procedural Posture.**

2 On July 27, 2020, Plaintiff Nelson Cotleto, a former employee of Defendant, sent a letter
3 to the LWDA notifying the agency of his intention to bring a representative action on behalf of
4 himself, the State of California, and aggrieved employees due to Defendant's purported failure to
5 pay all overtime wages, provide meal periods, provide rest periods, furnish accurate wage
6 statements, provide all wages upon discharge, and failure to timely pay wages during each
7 calendar month.

8 On July 28, 2020, Plaintiff filed a wage and hour class action Complaint in Los Angeles
9 County Superior Court, entitled *Nelson Cotleto v. La Canada Flintridge Country Club*, Case
10 Number 20STCV28295, alleging causes of action for: (1) Failure to Pay All Overtime Wages; (2)
11 Failure to Pay All Split Shift Premium Wages; (3) Meal Period Violations; (4) Rest Period
12 Violations; (5) Wage Statement Violations; (6) Waiting Time Penalties; and (7) Unfair
13 Competition. On October 14, 2020, Plaintiff filed a First Amended Complaint to allege Civil
14 Penalties under the Private Attorneys General Act ("PAGA").

15 On May 27, 2021, the parties attended a full-day mediation with experienced wage and
16 hour mediator, Lisa Klerman. As part of the parties efforts to mediate, Defendant provided to
17 Plaintiff the following information via informal discovery: (1) class list identifying the number of
18 putative class members, their dates of employment, and hourly rate; (2) Defendant's employee
19 handbooks, meal and rest period policies, incentive compensation documents, and regular rate
20 information; and (3) compensation information, including incentive compensation, of putative
21 class members.

22 After arms-length negotiation at mediation, the parties reached a class action and PAGA
23 resolution for a non-reversionary fund of \$182,500.00. The amount as agreed to was expressly
24 subject to Defendant's production of three years of its financial documents to a third party forensic
25 accountant to substantiate its claims that it could not reasonably pay an amount significantly more
26 than the agreed to settlement amount nor pay the entire settlement amount at the time the parties
27 anticipated the court would finally approve the settlement. Thereafter, Defendant informally
28 produced documents to a the forensic accountant demonstrating its financial status and inability to

1 pay.

2 On December 8, 2021, following the forensic accountant's review and further negotiations
3 between the Parties, Plaintiff and Defendant reached a settlement for a non-reversionary fund of
4 \$200,000.00, subject to this more comprehensive, long-form settlement agreement.

5 **IV. Defendant's Denial of Wrongdoing or Liability.**

6 Defendant denies all of the claims and contentions alleged by the Class Representative in
7 the Litigation. Nonetheless, Defendant has concluded that to continue the Litigation would be
8 protracted and expensive and that it is desirable that the Litigation be fully and finally settled in
9 the manner and upon the terms and conditions set forth in this Stipulation. In addition, Defendant
10 has taken into account the uncertainty and risks inherent in any litigation, particularly class action
11 litigation, as well as the difficulties and delays inherent in such litigation. Defendant has,
12 therefore, determined that it is desirable and beneficial to it that the Litigation be settled in the
13 manner and upon the terms and conditions set forth in this Stipulation.

14 **V. Claims of the Class Representative and Benefits of Settlement.**

15 The Class Representative believes that the claims asserted in the Litigation have merit and
16 that evidence developed to date supports the claims. The Class Representative and Class Counsel
17 recognize and acknowledge, however, the expense and length of the type of continued proceedings
18 necessary to prosecute the Litigation against Defendant through trial and through appeals. The
19 Class Representative and Class Counsel have also taken into account the uncertain outcome and
20 the risk of any litigation, especially in putative class actions such as this Litigation, as well as the
21 difficulties and delays inherent in such litigation. The Class Representative and Class Counsel are
22 also mindful of the inherent problems of proof in establishing and overcoming potential defenses
23 to the claims asserted in the Litigation. In light of these considerations, the Class Representative
24 and Class Counsel believe that the settlement set forth in the Stipulation, including the monetary
25 payments and prospective relief, confers substantial benefits and is in the best interests of the
26 Class Representative and the Class.

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28 ///

1 **VI. Terms of Stipulation and Agreement of Settlement.**

2 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the
3 Class Representative, for himself and on behalf of all others similarly situated to him and as
4 defined below, on the one hand, and Defendant on the other hand, with the assistance of its
5 respective counsel of record, that, as among the Settling Parties, including all members of the
6 Settlement Class, the Litigation and the Released Claims shall be finally and fully compromised,
7 settled and released, subject to the terms and conditions of the Stipulation and the Judgment.

8 **1. Definitions**

9 As used in all parts of this Stipulation (including the exhibits which are incorporated as
10 part of the Stipulation), the following terms have the meanings specified below:

11 1.1 “Accurint Skip Tracing” means the utilization of Accurint, after the
12 Reasonable Address Verification, to review the accuracy of and, if possible, to update a Class
13 Member’s mailing address for a Class Member if a Class Member’s Class Notice is returned to the
14 Settlement Administrator as undeliverable.

15 1.2 “Class” or “Class Member(s)” means any and all Persons who are or were
16 previously employed by Defendant as a non-exempt employee in Defendant’s Food and Beverage
17 and Kitchen departments in the State of California from July 28, 2016 through May 27, 2021.
18 Based on Defendant’s data, as of May 27, 2021, there were approximately 165 Persons that
19 comprise the Class.

20 1.3 “Class Counsel” and “Plaintiff’s Counsel” means:

21 **STANSBURY BROWN LAW**
22 Daniel J. Brown (SBN 307604)
23 dbrown@stansburybrownlaw.com
24 2610 ½ Abbot Kinney Blvd.
Venice, California 90291
Tel: (323) 207-5925

25 1.4 “Class Period” means the following: July 28, 2016 through May 27, 2021.

26 1.5 “Class Member Payout Fund” means the gross amount that Defendant will
27 pay (subject to the occurrence of the Effective Date) to all Participating Class Members, and is
28 calculated by subtracting all of the following from the Gross Settlement Sum: (1) the maximum

1 total gross amount Defendant will pay (subject to the occurrence of the Effective Date) to Class
 2 Counsel for attorneys' fees and costs, which is currently estimated to be \$70,000.00 in attorneys'
 3 fees (35% of the Gross Settlement Sum) and reasonable costs not to exceed \$9,000.00, subject to
 4 proof; (2) the maximum total gross amount Defendant will pay (subject to the occurrence of the
 5 Effective Date) to the Class Representative as a service award, which is \$2,000.00; (3) the
 6 maximum total gross amount Defendant will pay (subject to the occurrence of the Effective Date)
 7 to the Settlement Administrator, which shall be no more than \$5,850.00 and (4) the maximum
 8 total gross amount Defendant will pay (subject to the occurrence of the Effective Date) to the
 9 California Labor and Workforce Development Agency for settlement of claims under California
 10 Labor Code section 2698 *et seq.* which shall be \$5,000.00, representing approximately seventy-
 11 five percent (75%) of the \$6,666.66, Private Attorney General Act civil penalties. The Class
 12 Member Payout Fund is currently estimated to be approximately \$106,483.34, but the Settling
 13 Parties acknowledge that this figure may change depending on the actual amount of settlement
 14 administration fees, attorney's fees and costs, service award, and/or PAGA Penalties awarded.
 15 The Parties agree that any amount of attorney's fees or costs, administrative costs, service award,
 16 and/or PAGA Penalties requested and not approved by the Court shall be distributed to Settlement
 17 Class Members according to the formula set forth at Paragraph 1.15. The Class Member payout
 18 fund is non-reversionary, meaning no amount of the fund shall revert to Defendant.

19 1.6 "Class Representative" means Plaintiff Nelson Cotleto.

20 1.7 "Complaint" means the Complaint filed on July 28, 2020, and all
 21 amendments thereto, if any.

22 1.8 "Court" means the Superior Court of the State of California, for the County
 23 of Los Angeles.

24 1.9 "Defendant" means Defendant La Canada Flintridge Country Club.

25 1.10 "Defendant Releasees" means Defendant, each of its respective parent
 26 companies, subsidiaries, affiliates, including, but not limited to current and former management
 27 companies, shareholders, members, agents (including without limitation, any investment bankers,

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1 accountants, insurers, reinsurers, attorneys and any past, present, or future officers, directors, and
2 employees), predecessors, successors, and assigns.

3 1.11 "Effective Date" means (i) in the event that the Settlement has received
4 final approval by the Court, and there were no timely objections filed, or that any timely
5 objections have been withdrawn then the date the Court's order of final approval of the
6 Settlement; or, (ii) in the event that one or more timely objections has/have been filed and not
7 withdrawn, then upon the passage of the applicable date for an objector to seek appellate review of
8 the trial court's order of final approval of the Settlement, without a timely appeal having been
9 filed; or, (iii) in the event that a timely appeal of the court's order of final approval has been filed,
10 then the Settlement Agreement shall be final when the applicable appellate court has rendered a
11 final decision or opinion affirming the trial court's final approval without material modification,
12 and the applicable date for seeking further appellate review has passed, or the date that any such
13 appeal has been either dismissed or withdrawn by the appellant.

14 1.12 "Experian Skip Tracing" means the utilization of Experian, after the
15 Reasonable Address Verification and Accurint Skip Tracing, to review the accuracy of and, if
16 possible, to update a mailing address for a Class Member if a Class Member's Class Notice is
17 returned to the Settlement Administrator as undeliverable.

18 1.13 "Gross Settlement Sum" shall mean the total settlement amount to be paid
19 by Defendant pursuant to the settlement, including attorneys' fees to Class Counsel, PAGA
20 Penalties (as defined below), settlement administration costs, Class Representative's service
21 award, and distributions to Participating Class Members, which amount is \$200,000.00.
22 Defendant's share of payroll taxes (e.g. UI, ETT, Social Security and Medicare taxes) is not
23 included in the Gross Settlement Sum and must be paid by Defendant in addition to the Gross
24 Settlement Sum. The Gross Settlement Sum shall cover all expenses associated with the
25 settlement, as follows: (1) the Class Member Payout Fund which is the maximum total gross
26 amount that Defendant will pay (subject to the occurrence of the Effective Date) to Participating
27 Class Members; (2) the maximum total gross amount Defendant will pay (subject to the
28 occurrence of the Effective Date) to Class Counsel for attorneys' fees which is currently estimated

1 to be no more than \$70,000.00; (3) the maximum total gross amount Defendant will pay (subject
 2 to the occurrence of the Effective Date) to Class Counsel for costs and litigation expenses, which
 3 is estimated to be no more than \$9,000.00; (4) the maximum total gross amount Defendant will
 4 pay (subject to the occurrence of the Effective Date) to the Class Representative as a service
 5 award, which is a total of \$2,000.00; (5) the maximum total gross amount Defendant will pay
 6 (subject to the occurrence of the Effective Date) to the Settlement Administrator, which shall be
 7 no more than \$5,850.00; and (6) the maximum total gross amount Defendant will pay (subject to
 8 the occurrence of the Effective Date) to the California Labor and Workforce Development Agency
 9 for settlement of claims under California Labor Code section 2698 et seq., which shall be
 10 \$5,0000.00.

11 1.14 “Individual PAGA Payment” shall mean the total gross amount due to each
 12 PAGA Member from the portion of the PAGA Penalties allocated to the PAGA Member as one
 13 hundred percent (100%) penalties. The Individual PAGA Payment for each PAGA Member shall
 14 be calculated by multiplying the PAGA Penalties by a fraction, the numerator of which is the total
 15 number of pay periods the PAGA Member worked from July 27, 2019 to May 27, 2021 and the
 16 denominator of which is the aggregate number of pay periods from July 27, 2019 to May 27, 2021
 17 worked by all PAGA Members.

18 1.15 “Individual Settlement Amount” shall mean the total gross amount due to
 19 an individual Participating Class Member, inclusive of pre- and post-judgment interest, penalties,
 20 and wages, allocated ten percent (10%) to W-2 wages and ninety percent (90%) to interest and
 21 penalties. The Individual Settlement Amount shall be calculated by multiplying the Class
 22 Member Payout Fund by a fraction, the numerator of which is the total number of workweeks the
 23 Participating Class Member worked from July 28, 2016 to May 27, 2021 and the denominator of
 24 which is the aggregate number of workweeks from July 28, 2016 to May 27, 2021 worked by all
 25 Participating Class Members.

26 1.16 “Judgment” means the judgment to be rendered by the Court pursuant to
 27 this Stipulation. This Judgment shall be a judgment for purposes of California Rules of Court,
 28 Rule 3.771(a) and shall constitute approval pursuant to California Rules of Court, Rule 3.769(a).

1 1.17 “Labor and Workforce Development Agency” or “LWDA”
2 means the California agency that pursuant to California Labor Code sections 2698 *et seq.* shall
3 receive an amount equal to seventy-five percent (75%) of the amount paid for PAGA Penalties in
4 settlement of the Litigation.

5 1.18 “Last Known Address” means the most recently recorded mailing address
6 for a Class Member, which information is contained in employment, payroll, or personnel records
7 maintained by Defendant.

8 1.19 The “Litigation” shall mean the lawsuit pending in the Court presently
9 styled *Nelson Cotleto v. La Canada Flintridge Country Club*, Case No. 20STCV28295, Superior
10 Court of the State of California, County of Los Angeles, filed on July 28, 2020, and as amended
11 on October 14, 2020.

12 1.20 “Notice of Class and Representative Action Settlement” or “Class Notice”
13 means a notice titled “Notice of Class and Representative Action Settlement” to be approved by
14 the Court, substantially in the form attached hereto as Exhibit A. The “Notice of Proposed Class
15 Action Settlement” shall constitute the class notice pursuant to California Rule of Court 3.769(f)
16 and, once approved by the Court, shall be deemed compliant with California Rule of Court
17 3.766(d).

18 1.21 “Notice Mailing Deadline” means the deadline for the Settlement
19 Administrator to mail the Class Notices, which shall be no later than thirty (30) calendar days after
20 the Preliminary Approval Date.

21 1.22 “Objection Deadline” means the deadline for a Class Member to object to
22 the settlement, which date shall be indicated on the Class Notices mailed by the Settlement
23 Administrator and which shall be postmarked no later than thirty (30) calendar days after the
24 Notice Mailing Deadline. In the event the Settlement Administrator must re-mail a Notice Packet,
25 those Class Members shall have an additional fourteen (14) days to object to the Settlement;
26 provided, however, that all objections must be postmarked no later than forty-five (45) days from
27 the date of the initial mailing of the Notice Packet.

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1.23 “Opt Out” or “Opt Outs” means a written letter or form, signed by a Class Member indicating he or she wishes to be excluded from the Settlement Class and in the manner specified in the Class Notice (“Opt Out Form”), no later than the Opt-Out Deadline.

1.24 “Opt Out Deadline” means the deadline for a Class Member to Opt-Out of the settlement, which date shall be indicated on the Class Notices mailed by the Settlement Administrator. The Opt Out Deadline is postmarked no later than thirty (30) calendar days after the Notice Mailing Deadline. In the event the Settlement Administrator must re-mail a Notice Packet, those Class Members shall have an additional fourteen (14) days to opt out of the Settlement: provided however, that the opt out form is postmarked no later than forty-five (45) days from the date of the initial mailing of the Notice Packet.

1.25 “Opt Out Form” means the form entitled “Opt Out Form,” substantially in the same form as set forth in and attached hereto as Exhibit B, and signed by a Class Member indicating he or she wishes to Opt Out in the manner specified in the Class Notice, to be submitted no later than the Opt Out Deadline. A request for exclusion shall not be presumptively invalid if it is made by another form other than the Opt Out Form and/or if it does not contain all the information requested in the Opt Out form—if the Settlement Administrator can ascertain the identity of the class member and ascertain that the Class Member wishes to Opt Out. Timeliness is still required and must be postmarked no later than thirty (30) calendar days after the Notice Mailing Deadline.

1.26 “Order of Final Approval and Entry of Judgment” or “Order Granting Final Approval of Settlement and Entry of Judgment” shall mean the order and judgment to be entered by the Court titled “Order Determining Good Faith and Granting Final Approval of Settlement,” and “Judgment.” The “Judgment,” substantially in the form attached hereto as Exhibit C, which shall constitute approval pursuant to California Rule of Court 3.769(a).

1.27 “PAGA Member(s)” means any allegedly aggrieved employee eligible to recover from the PAGA Penalties portion of the Gross Settlement Sum who worked for Defendant as a non-exempt employee in Defendant’s Food and Beverage and Kitchen departments in the State of California from July 27, 2019 through May 27, 2021.

1.28 “PAGA Penalties” means the penalties pursuant to California Labor Code sections 2698, *et seq.*, the Labor Code Private Attorney General Act of 2004 (“PAGA”), that the Settling Parties have agreed is a reasonable sum to be paid in settlement of the PAGA claims included in the Litigation, which is \$6,666.66. PAGA Penalties are to be approved by the Court pursuant to Labor Code section 2699 and are to be distributed as follows: approximately seventy-five percent (75%) to the LWDA and approximately twenty-five percent (25%) to PAGA Members according to the formula set forth at Paragraph 1.14.

1.29 “PAGA Period” means the following: July 27, 2019 through May 27, 2021.

1.30 “PAGA Released Claims” means all claims, demands, rights, liabilities and causes of action against Defendant and Defendant Releasees for civil penalties pursuant to PAGA based on any and all underlying claims asserted in the LWDA pre-filing notices dated July 27, 2020 and the operative complaint, including, but not limited to, alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197.1, 1198, and 2698, *et seq.*, and applicable IWC Wage Orders arising under the PAGA Period.

1.31 “Participating Class Member(s)” or “Settlement Class” or “Members of the Settlement Class” means all Class Members who do not opt out of the Class Action settlement.

1.32 “Person” means a natural person.

1.33 “Plaintiff Nelson” means Nelson Cotleto, the named plaintiff in the Litigation and the Class Representative.

1.34 “Preliminary Approval Date” shall mean the date on which the Court grants preliminary approval of the settlement.

1.35 “Preliminary Approval Order” or “Order Granting Preliminary Approval of the Settlement and Setting a Settlement Fairness Hearing” shall mean an order to be executed and filed by the Court titled “Order Granting Preliminary Approval of the Settlement and Setting a Settlement Fairness Hearing,” substantially in the form attached hereto as Exhibit D. This Preliminary Approval Order shall constitute an order certifying a provisional class for settlement purposes only pursuant to California Rule of Court 3.769(d) and an order setting a final approval/fairness hearing pursuant to California Rule of Court 3.769(e).

1.36 “Reasonable Address Verification” shall mean the utilization of the National Change of Address Database maintained by the United States Postal Service to review the accuracy of and, if possible, update a mailing address.

1.37 “Released Claims” shall collectively mean all claims, demands, rights, liabilities and causes of action against Defendant and Defendant Releasees for any type of relief and penalties alleged in the Litigation, along with related claims that Plaintiff could have brought based on the facts, allegations, and claims alleged in the operative complaint, including but not limited to claims of unfair competition, failure to pay overtime wages, failure to provide required meal periods, failure to provide rest periods, failure to reimburse employees for required expenses, failure to provide accurate itemized statements, failure to provide wages when due, violation of the Private Attorneys General Act predicated on the violations of Labor Code sections alleged in the Complaint, and violations of Labor Code sections 201, 202, 203, 204, 210, 216, 218.5, 226, 226.7, 510, 512, 516, 558, 1174, 1194, 1197, 1198, 2698 *et seq.*, 2699, California Business and Professions Code section 17200, *et seq.*, California Code of Civil Procedure section 382, and all applicable IWC Wage Orders, and other associated and related penalties. The Released Claims cover the period of July 28, 2016 through May 27, 2021. The release specifically excludes claims for workers’ compensation, personal injuries, unemployment insurance, state disability compensation, claims under the Employment Retirement Income Security Act of 1974, previously vested benefits under any Employer-sponsored benefits plan, wrongful termination, discrimination, retaliation, and harassment, including but not limited to those arising under the Age Discrimination In Employment Act, the California Fair Employment and Housing Act, Title VII of the Federal Civil Rights Act of 1964, and/or Federal Civil Rights Act of 1991, or any similar state or federal laws, the California Family Rights Act, the Federal Family Medical Leave Act, the California Pregnancy Disability Leave Law, or similar state or federal laws, the Federal Equal Pay Act of 1963, violations of the Americans with Disabilities Act of 1990 or violations of any other state or federal law, rule, or regulation concerning discrimination, retaliation, and/or harassment. In consideration for the service award and as an inducement for Defendant to enter into this Stipulation, the Class Representative’s Released Claims (and only the Class

Representative) additionally includes any and all claims including Unknown Claims (as defined below) against Defendant and Defendant Releasees that accrued during the Class Period, but does not include claims for: age discrimination under the Age Discrimination In Employment Act, unemployment insurance, workers' compensation benefits, state disability compensation, previously vested benefits under any Employer-sponsored benefits plan or claims under the Employment Retirement Income Security Act of 1974. The release of Released Claims is not effective until all payments are made pursuant to Paragraph 2.1 of this Stipulation.

1.38 "Settlement Administrator" means the third-party settlement administration firm Phoenix Settlement Administrators ("PSA"). A true and correct copy of PSA's Curriculum Vitae, which provides PSA's qualifications and experience, is attached to this Stipulation as Exhibit F.

1.39 "Settlement Hearing" or "Fairness and Good Faith Determination Hearing" or "Settlement Fairness Hearing" means a hearing set by the Court to take place on or about the Settlement Hearing Date (as defined below) for the purpose of: (i) determining the fairness, adequacy, and reasonableness of the Stipulation and associated settlement pursuant to class action procedures and requirements; (ii) determining the good faith of the Stipulation and associated settlement; and (iii) entering Judgment. This Settlement Hearing is intended to be the settlement hearing or final approval hearing required under California Rules of Court, Rule 3.769(a).

1.40 "Settlement Hearing Date" is the date that is on or near the date that is thirty (30) calendar days after the Objection, Opt Out Deadline, and Verification Form Deadline. The Class Notice shall specify the Settlement Hearing Date. This Stipulation, the operative Complaint, other relevant documents, and the Settlement Hearing Date, and notice of Judgment will also be posted by the Settlement Administrator at the following website:

Phoenixclassaction.com/CotlettoLaCanadaCountryClub (the "Website"). Notice of any change of the date or location of the Settlement Hearing Date will be posted on the Website.

1.41 "Settlement Hearing Motion Date" is the date that is on or near the date that is sixteen (16) court days prior to the Settlement Hearing.

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1.42 “Settling Parties” mean Defendant and the Class Representative on behalf of himself and all Class Members.

1.43 “Stipulation” means this agreement, the Stipulation and Agreement to Settle Class Action and all of its attachments and exhibits, which the Settling Parties understand and agree sets forth all material terms and conditions of the settlement between them, and which is subject to Court approval.

1.44 “Unknown Claims” means any Released Claims which the Class Representative does not know or suspect to exist in his favor at the time of the entry of the Judgment, and which if known by them might have affected their settlement with and release of Defendant and Defendant Releasees or might have affected his decision not to object to or to opt out of this settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, the Class Representative, for himself only, shall expressly and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits of California Civil Code section 1542 with respect to the Released Claims, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Class Representative may hereafter discover facts in addition to or different from those which he now knows or believes to be true with respect to the subject matter of the Released Claims, but the Class Representative, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which then exist, or previously 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. The

Class Representative acknowledges that the foregoing waiver was separately bargained for and a key element of the settlement of which this release is a part. Notwithstanding any other provision of this Stipulation, the Settling Parties recognize that because the only Unknown Claims released by this Stipulation are those Unknown Claims that meet the definition of Released Claims, the release effectuated by this Stipulation shall not extend to Unknown Claims other than those described above.

1.45 “Updated Address” means a mailing address that was updated via a Reasonable Address Verification, via an updated mailing address provided by the United States Postal Service or a Class Member, via Accurant and/or Experian Skip Tracing, or via a locator service.

1.46 “Verification Form” means the form entitled “Verification Form” in the same or substantially the same form as set forth in Exhibit E of this Stipulation allowing a Class Member to dispute the number of workweeks worked as a non-exempt hourly employee during the Class Period.

1.47 “Verification Form Deadline” means the deadline for a Class Member to dispute the number of Workweeks listed in the Verification Form, which date shall be indicated on the Verification Forms mailed by the Settlement Administrator and which shall be postmarked no later than thirty (30) calendar days after the Notice Mailing Deadline. In the event the Settlement Administrator must re-mail a Notice Packet, those Class Members shall have an additional fourteen (14) days to submit the Verification Form disputing the number of workweeks: provided however, that the Verification Form is postmarked no later than forty-five (45) days from the date of the initial mailing of the Notice Packet.

2. The Settlement.

2.1 *Settlement Amount, Timing of Payments, Tax Reporting Obligations, and Other Obligations of Defendant and the Settlement Administrator.*

2.1.1 The total Gross Settlement Sum shall be Two Hundred Thousand Dollars and Zero Cents (\$200,000.00). Defendant’s share of payroll taxes (e.g. UI, ETT, Social

Security and Medicare taxes) are not part of the Gross Settlement Sum and must be paid by Defendant in addition to the Gross Settlement Sum.

2.1.2 Defendant shall fund the Gross Settlement Sum no later than thirty (30) calendar days after the Effective Date. All distributions required from the Gross Settlement Sum are to be paid not later than ten (10) calendar days after the receipt of the payment from Defendant as further detailed below by the Settlement Administrator

2.1.3 The Settlement Administrator will administer the settlement by distributing the Class Notice, Verification Form, performing skip traces, receiving Opt Outs, providing Class Counsel and counsel for Defendant with updates on the status (including Class Member names and percentages) of opt outs, handling inquiries about the calculation of the Individual Settlement Amounts and Individual PAGA Payment, and providing reports and/or declarations required by the Court and/or the Settling Parties. The actions of the Settlement Administrator shall be governed by the terms of this Stipulation. The Settling Parties, through their counsel, may provide written information needed by the Settlement Administrator pursuant to the Stipulation.

2.1.4 Defendant, through the Settlement Administrator, shall pay no later than ten (10) calendar days after the receipt of the funds by the Settlement Administrator from Defendant: (1) the amount of attorney's fees and litigation costs approved by the Court to Class Counsel as described in subsection (a) below; (2) the Class Representative's service award approved by the Court as set forth in subsection (b) below; (3) the Settlement Administrator fees and costs as set forth in subsection (c) below; and (4) the PAGA Penalties to the LWDA and PAGA Members approved by the Court as set forth in subsection (d) below.

(a) Attorneys' Fees and Litigation Costs: Class Counsel shall submit their Application for Award of Attorneys' Fees and Costs to the Court before the Settlement Hearing as part of the Motion for Final Approval of Class Action Settlement. Class Counsel will seek attorneys' fees in the amount of \$70,000.00 and actual costs which are not to exceed \$9,000. The Settlement Administrator will report the attorneys' fees and costs award on a Form 1099, which it will provide to Class Counsel and to the pertinent taxing authorities.

1 (b) Class Representative's Service Awards: Subject to Court
2 approval, the Class Representative shall receive a service award of \$2,000.00. Defendant agrees
3 not to oppose the amount of the Class Representative's service award. Since it is the intent of the
4 Settling Parties that the service award to the Class Representative is for his service to the Class
5 Members, and not wages, the Settlement Administrator will not withhold any taxes from the
6 service award. The Class Representative was instrumental in the obtaining this satisfactory early
7 settlement result. Specifically, Class Representative provided unique insight into the policies and
8 procedures he was subjected to by Defendant, including how wages were determined and the meal
9 and rest period policies. Moreover, Class Representative provided wage statements prior to filing
10 the lawsuit, which allowed Class Counsel to determine liability early on in this litigation without
11 the need to propound formal discovery which helped this case settle at a relatively early posture.
12 The Settlement Administrator will report the service award on a Form 1099, which it will provide
13 to the Class Representative and to the pertinent taxing authorities.

14 (c) Settlement Administration Costs: Subject to Court approval,
15 the Settlement Administrator shall be paid an amount which will not exceed \$5,850.00 for all fees
16 and costs relating to the administration of this settlement, including but not limited to all the duties
17 set forth in Paragraph 2.1.3, all tax document preparation, custodial fees, and accounting fees, all
18 costs and fees associated with preparing, issuing, and mailing any and all Class Notices, all costs
19 and fees associated with computing, reviewing, and paying distributions from the Gross
20 Settlement Sum, all costs and fees associated with preparing any tax returns and any other filings
21 required by any governmental taxing authority or agency, all costs and fees associated with
22 preparing any other notices, reports, or filings to be prepared in the course of administering
23 disbursements from the Gross Settlement Sum, and any other costs and fees incurred and/or
24 charged by the Settlement Administrator in connection with the execution of its duties under this
25 Stipulation.

26 (d) PAGA Penalties: Subject to Court approval, \$5,000.00 shall
27 be paid to the LWDA for PAGA Penalties, which represents the approximately seventy-five
28 percent (75%) share of the \$6,666.66 portion of the Gross Settlement Sum allocated to PAGA and

1 payable to the LWDA pursuant to Labor Code sections 2699 *et. seq.* Approximately twenty-five
2 percent (25%) of the amount allocated as PAGA Penalties will be distributed to PAGA Members
3 on a pro rata basis by multiplying the PAGA Penalties by a fraction, the numerator of which is the
4 total number of pay periods the PAGA Member worked from July 27, 2019 to May 27, 2021 and
5 the denominator of which is the aggregate number of pay periods from July 27, 2019 to May 27,
6 2021 worked by all PAGA Members. PAGA Members shall receive their portion of the PAGA
7 Penalties regardless of their decision to opt-out of the class settlement.

8 2.1.5 No later than ten (10) calendar days after the Effective Date,
9 Defendant, through the Settlement Administrator, and according to the terms, conditions and
10 procedures set forth in Paragraph 2.1.4 of this Stipulation, shall pay to each Participating Class
11 Member his or her Individual Settlement Amount. Each of the payments to Participating Class
12 Members will be inclusive of interest, wages, and penalties, including waiting time penalties, and
13 will be allocated as 10% W-2 wages and 90% 1099 penalties and interest for the Individual
14 Settlement Amount.

15 2.1.6 The Settlement Administrator shall compute the Individual
16 Settlement Amount for the Participating Claimants as follows:

17 (a) The payment of the Individual Settlement Amount will be
18 calculated by using the formulas set forth in Paragraph 1.15.

19 (b) The Settling Parties agree that the above-described formula
20 and distribution method is reasonable and fair in light of the Settling Parties' investigation of the
21 claims of the Class, and the relative degree of uncertainty, risk of outcome of further litigation,
22 and difficulties and delays inherent in such litigation of these claims.

23 (c) Participating Class Members will have one hundred eighty
24 (180) calendar days from the date of issuance of the check to cash their check. For any check not
25 cashed after 180 calendar days, the Settlement Administrator shall remit the funds to the
26 Unclaimed Property Fund maintained by the State Controller's Office in the name of the
27 Participating Class Member. The funds remitted to the Unclaimed Property Fund will remain the
28 Participating Class Member's property. This will allow Participating Class Members who did not

1 cash their checks to collect their Individual Settlement Amounts at any time in the future.
2 Therefore, there will be no unpaid residue or unclaimed or abandoned class member funds and the
3 California Code of Civil Procedure section 384 shall not apply.

4 2.1.7 No later than ten (10) calendar days after the Effective Date,
5 Defendant, through the Settlement Administrator, and according to the terms, conditions and
6 procedures set forth in Paragraph 2.1.4 of this Stipulation, shall pay to each PAGA Member his or
7 her Individual PAGA Payment. Each of the Individual PAGA Payment to PAGA Members will
8 be allocated to the PAGA Member as one hundred percent (100%) penalties.

9 2.1.8 The Settlement Administrator shall compute the Individual
10 Settlement Amount for the Participating Claimants as follows:

11 (a) The payment of the Individual PAGA Payment will be
12 calculated by using the formulas set forth in Paragraph 1.14.

13 (b) The Settling Parties agree that the above-described formula
14 and distribution method is reasonable and fair in light of the Settling Parties' investigation of the
15 claims of the PAGA Members, and the relative degree of uncertainty, risk of outcome of further
16 litigation, and difficulties and delays inherent in such litigation of these claims.

17 (c) PAGA Members will have one hundred eighty (180)
18 calendar days from the date of issuance of the check to cash their check. For any check not cashed
19 after 180 calendar days, the Settlement Administrator shall remit the funds to the Unclaimed
20 Property Fund maintained by the State Controller's Office in the name of the PAGA Member.
21 The funds remitted to the Unclaimed Property Fund will remain the PAGA Member's property.
22 This will allow PAGA Members who did not cash their checks to collect their Individual PAGA
23 Payment at any time in the future. Therefore, there will be no unpaid residue or unclaimed or
24 abandoned class member funds and the California Code of Civil Procedure section 384 shall not
25 apply.

26 2.1.9 Defendant, through the Settlement Administrator, shall be
27 responsible for reporting and paying the employer's share of payroll taxes (e.g. UI, ETT, Social
28 Security and Medicare taxes) which are to be paid by Defendant separately from and in addition to

the Gross Settlement Sum. Defendant, through the Settlement Administrator, will report each payment made on the Gross Settlement Sum to government authorities including the Internal Revenue Service as required by law, and it shall make all required deductions and/or withholdings. Defendant, through the Settlement Administrator, will also retain the amount due for payroll taxes and will pay those amounts to the pertinent government authorities in the manner and the time prescribed by law. Defendant, through the Settlement Administrator, shall report the payments to the Internal Revenue Service (and other relevant government agencies) as wage income in the year of payment on a Form W-2, and as penalty and interest income on a Form 1099, as appropriate.

3. Procedure for Approval and Implementation of Settlement.

3.1 *Preliminary Approval.*

3.1.1 The Parties, through their counsel of record, shall jointly file this Stipulation with the Court and shall promptly file a joint motion in the Action requesting that the Court enter the unopposed Preliminary Approval Order:

(a) Preliminarily approving for settlement purposes only the proposed settlement and this Stipulation and preliminarily certifying the settlement class for settlement purposes only;

(b) Preliminarily approving the appointment of Plaintiff as the representative of the Class for settlement purposes only;

(c) Preliminarily approving the appointment of Class Counsel as counsel for the Class for settlement purposes only;

(d) Appointing and approving Phoenix Settlement Administrators, or such other administrator as chosen by the Parties and approved by the Court, to administer the claims and settlement payment procedures required by this Stipulation;

(e) Approving the form of the Class Notice, and Verification Form, and requiring that them be sent to Class Members, attached hereto as Exhibits A, and E;

(f) Approving the Notice mailing;

- 1 (g) Scheduling the Settlement Hearing for consideration of class
2 certification and final approval of this Stipulation;
- 3 (h) Approving the procedure for Class Members to submit Opt
4 Outs as set forth in this Settlement; and
- 5 (i) Establishing a procedure for Class Members to object to the
6 settlement.

7 3.1.2 Failure of the Court to enter the Preliminary Approval Order in its
8 entirety or in a substantially similar form will be grounds for Defendant to terminate the settlement
9 and the terms of this Stipulation pursuant to Paragraph 3.6.1; however, pursuant to Paragraph
10 3.6.1, the Settling Parties are to take all reasonable steps to cure any deficiencies so as to avoid
11 any termination of the settlement.

12 3.2 *Notice to Class Members.*

13 3.2.1 If, by entering the Preliminary Approval Order, the Court provides
14 authorization to send the Class Notices, the Settlement Administrator will facilitate the mailing of
15 the Class Notices and Verification Forms to all Class Members, no later than thirty (30) calendar
16 days after entry of the Preliminary Approval Date. The Class Notices and Verification Forms
17 shall be mailed via first class mail through the United States Postal Service, postage pre-paid.
18 Each Class Notice shall include a postage prepaid return envelope. The envelope shall bear the
19 following phrase in the bottom left hand corner: IMPORTANT – CLASS ACTION
20 SETTLEMENT INFORMATION. PLEASE OPEN IMMEDIATELY. The mailing enclosing the
21 Class Notice and Verification Form will not contain any other materials. The Class Notice,
22 Verification Form, and the envelope or covering shall be marked to denote the return address of
23 the Settlement Administrator.

24 3.2.2 Defendant shall prepare a list, in an electronically usable format, for
25 the Settlement Administrator containing for each Class Member the following information: the
26 first, last and middle name, Last Known Address, last known email address if any, social security
27 number, dates of employment as a non-exempt employee in California (start and end dates), and
28 number of paystubs issued to each Class Member during the class period. By approving this

1 settlement, the Court will be deemed to have authorized Defendant to provide the Settlement
2 Administrator with this information. Defendant shall provide this list to the Settlement
3 Administrator within fourteen (14) calendar days of the Preliminary Approval Date.

4 3.2.3 For the Class Representative, the Settlement Administrator shall
5 mail the Class Notice to the Class Representative in care of Class Counsel at Class Counsel's
6 addresses.

7 3.2.4 Prior to the mailing of the Class Notice to the Class Members, the
8 Settlement Administrator shall conduct a Reasonable Address Verification will be conducted on
9 all Class Members.

10 3.2.5 If a Class Member is known to be deceased, the Class Notice for
11 that deceased Class Member shall be mailed to the Last Known Address (or Updated Address, if
12 applicable) of the legal representative of the deceased Class Member's estate, to the extent known.

13 3.2.6 Unless the Settlement Administrator receives a Class Notice
14 returned from the United States Postal Service for reasons discussed below in this paragraph, that
15 Class Notice shall be deemed mailed and received by the Class Member to whom it was sent five
16 (5) days after mailing. In the event that subsequent to the first mailing of a Class Notice and prior
17 to the Verification Form and Opt Out Deadline, that Class Notice is returned to the Settlement
18 Administrator by the United States Postal Service because the address of the recipient is no longer
19 valid, i.e., the envelope is marked "Return to Sender," the Settlement Administrator shall
20 undertake an Accurint Skip Tracing or Experian Skip Tracing on the Class Member to attempt to
21 ascertain the current address of the particular Class Member in question and, if such an address is
22 ascertained, the Settlement Administrator will re-send the Class Notice within three (3) business
23 days of receipt of the returned Class Notice. In either event, the Class Notice shall be deemed
24 received once it is mailed for the second time. In the event that subsequent to the first mailing of a
25 Class Notice and on or after the Verification Form and Opt Out Deadline, that Notice is returned
26 to the Settlement Administrator by the United States Postal Service because the address of the
27 recipient is no longer valid, i.e., the envelope is marked "Return to Sender," the Settlement
28 Administrator shall be required to take no further action with that Class Notice. In the event that

1 subsequent to the first mailing of a Class Notice and prior to the Verification Form and Opt Out
 2 Deadline that Notice is returned to the Settlement Administrator by the United States Postal
 3 Service with a forwarding address for the recipient, the Settlement Administrator shall re-mail the
 4 notice to that address within three (3) business days of receipt of the returned Class Notice. In any
 5 event, if the Settlement Administrator does not receive notice from the United States Postal
 6 Service that a particular Class Notice is undeliverable, or should be sent to a forwarding address,
 7 at least ten (10) days prior to the deadline for the Settlement Administrator to provide the
 8 Declaration of Compliance pursuant to Paragraph 3.2.7 below, the notice procedures in this
 9 paragraph will be deemed to have been complied with as to that Class Notice and no further action
 10 need be taken by the Settlement Administrator with regard to that Class Notice. In the event the
 11 Settlement Administrator must re-mail any Class Notice pursuant to the provisions of this
 12 Paragraph due to being returned for an invalid address, the Verification Form, Opt Out and
 13 Objection Deadlines shall be extended for those re-mailings by fourteen (14) days but in no event
 14 later than forty-five (45) days from the date of the initial mailing of the Notice Packet. The
 15 Settlement Administrator shall include a cover letter with any re-mailing informing the Class
 16 Member of the re-mailing of the Class Notice and that he or she has fourteen (14) calendar days
 17 from the date of the re-mailing (which shall be the date the re-mailing of the Class Notice is
 18 postmarked) to postmark any response allowed by the Stipulation and Class Notice, even if
 19 postmarked after the original Verification Form, Objection and Opt Out Deadlines. Compliance
 20 with the procedures described in this paragraph shall constitute due and sufficient notice to Class
 21 Members of this proposed settlement and of the Settlement Hearing, and shall satisfy the
 22 requirements of due process. Nothing else shall be required of or done by the Settling Parties,
 23 Class Counsel, counsel for Defendant, or the Settlement Administrator to provide notice of the
 24 proposed settlement and the Settlement Hearing.

25 3.2.7 No later than ten (10) calendar days after the Verification Form and
 26 Opt Out Deadline, the Settlement Administrator shall provide Class Counsel and counsel for
 27 Defendant with a declaration attesting to completion of the notice process, including any attempts
 28 to obtain Updated Addresses for, and the re-sending of, any returned Class Notices, including the

1 steps set forth in Paragraph 3.2.6 (“Declaration of Compliance”), which shall be filed with the
2 Court by Class Counsel.

3 3.3 *Responses to the Notice of Proposed Class Action Settlement.*

4 3.3.1 Submission of Verification Form: If a Class Member disagrees with
5 the dates worked as an hourly non-exempt employee set forth on his or her Verification Form, he
6 or she must submit documentation with the Verification Form that supports his or her belief that
7 he or she worked different dates during the Class Period as a non-exempt hourly employee in the
8 section provided on the Verification Form. The Settlement Administrator will review the
9 documentation and make a determination based upon the submitted documentation as to the
10 validity of the Class Member’s claim. If the Settlement Administrator needs further information
11 from Defendant concerning the Class Member’s claim, the Settlement Administrator will notify
12 Defendant and Class Counsel and request the needed information. Defendant’s records will be
13 presumed determinative if there is a dispute over the dates of employment that the Class Member
14 worked in the Class Period as an hourly non-exempt employee, unless the Class Member has
15 submitted valid and compelling documentation to support his or her claim to different work dates
16 than the number shown on the Verification Form. The Settlement Administrator shall resolve all
17 disputes by applying the above standard, and the decision of the Claims Administrator on any
18 disputed claims shall be final. The Verification Form must be returned to the Settlement
19 Administrator on or before the Verification Form Deadline. Any completed Verification Form
20 that is returned to the Settlement Administrator after the Verification Form Deadline will not be
21 accepted or processed, except if in response to a deficiency notice sent by the Settlement
22 Administrator pursuant to Paragraph 3.3.7 or in response to a re-mailing of the Class Notice by the
23 Settlement Administrator pursuant to Paragraph 3.2.6.

24 3.3.2 Participation at Class Members’ Own Expense: Pursuant to
25 California Rule of Court 3.766(d)(5), Class Members have the option to participate in this Lawsuit
26 at their own expense by obtaining their own attorney(s). Class Members who choose this option
27 will be responsible for any attorneys’ fees or costs incurred as a result of this election. The Class
28 Notice will advise Class Members of this option.

1 3.3.3 Objections to Settlement: Class Members may also object to the
2 settlement by submitting written objections to Class Counsel and counsel for Defendant no later
3 than the Objection Deadline. The written objection must be signed by the Class Member or
4 his/her attorney if represented by counsel and dated, and additionally state the Class Member's
5 name, dates of employment as a Defendant's non-exempt employee in California, the case name
6 and number (*Nelson Cotleto v. La Canada Flintridge Country Club*, Case No. 20STCV28295,
7 Superior Court of the State of California, County of Los Angeles), the basis for the objection. A
8 Class Member who objects to the settlement must be a Member of the Settlement Class and may
9 not submit an Opt Out pursuant to Paragraph 3.3.4 below. If any objecting Class Member wishes
10 to speak at the Settlement Hearing, that Class Member's written objection should include a request
11 to speak at the Settlement Hearing. The Settling Parties will request that the Court determine
12 whether Class Members who submit timely objections will be permitted to speak. The Class
13 Notice will advise Class Members of this option. Even if the Class Member does not submit a
14 written objection, the Class Member may still present oral objections to the Court at the final
15 approval hearing.

16 3.3.4 Opting Out of Settlement: Class Members may elect to opt out of
17 the settlement and, thus, exclude themselves from the entire Litigation and the Settlement Class
18 they are a member of. Class Members who wish to exercise this option must send to the
19 Settlement Administrator a signed and completed Opt Out Form, which must be postmarked on or
20 before the Opt Out Deadline. If a proper Opt Out Form is not received by the Settlement
21 Administrator from a Class Member on or before the Opt Out Deadline, or any extended Opt Out
22 Deadline as provided in Paragraph 3.2.6 above, then that Class Member will be deemed to have
23 forever waived his or her right to opt out of the Settlement Class. The Class Notice will advise
24 Class Members of the option to opt out of the settlement and will contain instructions on how to
25 do so. Class Members who do not properly request exclusion from the class action settlement by
26 submitting valid and timely Opt Out Forms shall be deemed Members of the Settlement Class.
27 Class Members who do properly request exclusion from the class action settlement by submitting
28 valid and timely Opt Out Forms shall have no further role in the Litigation, and for all purposes

1 they shall be regarded as if they never were parties to this Litigation, and, thus, they shall not be
2 entitled to any benefits as a result of this Litigation.

3 3.3.5 If a Class Member completes and submits both a Verification Form
4 and an Opt Out Form, the Verification Form shall be accepted, the Opt Out Form shall be
5 disregarded and the Individual Settlement Amount will be paid and the Class Member will
6 become bound by the Judgment.

7 3.3.6 Class Members who do not opt out of the Settlement Class pursuant
8 to Paragraph 3.3.4 shall be deemed Members of the Settlement Class and shall be bound by the
9 Judgment.

10 3.3.7 In the event that any Class Member timely submits a Verification
11 Form or Opt Out Form, but it is deficient, as soon as possible, but not later than five (5) business
12 days of the Settlement Administrator's receipt of such Verification Form or Opt Out Form, the
13 Settlement Administrator shall send by first class, postage pre-paid, United States mail a notice to
14 such Class Member informing him or her of the deficiency and that he or she has until the
15 Verification Form Deadline or Opt Out Deadline or ten (10) calendar days from the date of the
16 notice (which shall be the date the notice is mailed), whichever is later, to cure the deficiency and
17 postmark and mail the Verification Form or Opt Out Form even if postmarked after the
18 Verification Form Deadline or Opt Out Deadline respectively. The Settlement Administrator shall
19 also copy Class Counsel and counsel for Defendant with any such notices of deficiency.

20 3.3.8 The Settling Parties agree that the Verification Form Deadline,
21 Objection and Opt Out Deadlines shall not be extended, and no untimely submissions will be
22 honored, under any circumstances, unless mutually agreeable by the Settling Parties and/or except
23 to the extent permitted under Paragraphs 3.2.6 and 3.3.7. Notwithstanding the foregoing, a Class
24 Member will be allowed to extend the Verification Form, Objection or Opt Out Deadlines for
25 himself or herself if, and only if, he or she can make a showing of legal incapacity during the
26 notice period.

27 3.4 *Post Deadline Period Events and Settlement Fairness Hearing.*
28

1 3.4.1 Within seven (7) calendar days after the Verification Form Deadline
2 and Opt Out Deadline, the Settlement Administrator shall calculate the final Individual Settlement
3 Amount and Individual PAGA Payment to be paid to each Participating Class Member and PAGA
4 Member and prepare a final statement of settlement sum for each Participating Class Member and
5 PAGA Member.

6 3.4.2 On the date set forth in the Preliminary Approval Order and Class
7 Notice, a Settlement Hearing shall be held before the Court in order to: (1) review this Stipulation
8 and whether the Court should give it final approval; (2) consider any objections made timely (i.e.
9 by the Objection Deadline); and (3) consider Class Counsel's application for an award of
10 attorneys' fees, reimbursement for costs and expenses, and the Class Representative's service
11 award. At the Settlement Hearing, the Class Representative, through Class Counsel, shall ask the
12 Court to give final approval to this Stipulation and shall submit to the Court a proposed (a) Order
13 Determining Good Faith and Granting Final Approval of Settlement, and (b) Judgment to be
14 entered in the Litigation. The Settling Parties shall take all reasonable efforts to secure entry of
15 the Order Determining Good Faith and Granting Final Approval of Settlement, and the Judgment.
16 If the Court rejects the Stipulation, fails to enter the Order Determining Good Faith and Granting
17 Final Approval of Settlement, or if the Court fails to enter the Judgment, this Stipulation shall be
18 void, and Defendant shall have no obligation to make any payments under the Stipulation;
19 however, the Settling Parties and their counsel agree to take all reasonable efforts to fix any
20 deficiencies the Court cites for its non-approval as set forth in Paragraph 3.6.1.

21 3.5 *Releases.*

22 3.5.1 Conditioned on the Effective Date and all payments being made pursuant
23 to Paragraph 2.1 of this Stipulation, each of the Participating Class Members shall be deemed to
24 have, and by operation of the Judgment shall have, fully, finally, and forever released,
25 relinquished, and discharged all Released Claims, as defined in Paragraph 1.37, and the Class
26 Representative shall be deemed to have, and by operation of the Judgment shall have, fully,
27 finally, and forever released, relinquished, and discharged all Released Claims and Unknown
28 Claims, as defined in Paragraphs 1.37 and 1.44, respectively. All PAGA Members, regardless of

whether they submit timely and valid Opt Out Forms, will release all claims under PAGA that could have been premised on the claims, causes of action or legal theories described in the Complaint during the PAGA Period. The State of California and the LWDA will also release all claims under PAGA that could have been premised on the claims, causes of action or legal theories described in the Complaint.

3.6 *Termination of Settlement; Reasonable Steps to Cure.*

3.6.1 In the event that the settlement set forth in this Stipulation shall not be approved in its entirety by the Court, or in the event that the Effective Date does not occur, Defendant shall have the option to void the settlement, and in such case, no payments shall be made by Defendant to anyone in accordance with the terms of this Stipulation, and this Stipulation shall be deemed null and void with no effect on the Litigation whatsoever. Notwithstanding this provision, the Settling Parties agree to take all reasonable steps to cure any deficiencies cited by the Court as reason for non-approval of any matter(s) filed with the Court for approval. If the Court changes the dates or deadlines of hearings provided for in this Stipulation by fewer than three (3) months, this shall not be deemed a substantial change necessitating termination of the settlement, provided that the Settling Parties agree to move other dates and deadlines in the Stipulation accordingly. In the event that more than fifteen percent (15%) of the Class Members Opt Out of the settlement by submitting valid and timely Opt Out Forms by the Opt Out Deadline, Defendant shall have the right to nullify this settlement and Stipulation; however, Defendant must notify Class Counsel of its intention to nullify the settlement and Stipulation within thirty (30) calendar days after the expiration of the Opt Out Deadline. Finally, in the event that the Settlement Class is comprised of 190 Persons or more (15% more than the estimated 165 Persons), as of May 27, 2021, then Defendant shall increase the Gross Settlement Amount on a pro-rata basis equal to the increase in class size (e.g., if the Settlement Class were 25% greater than 165 Persons, Defendant will increase the Maximum Settlement Amount by 25%). Should Defendant exercise the right to nullify the settlement under this paragraph, the parties agree that Defendant shall bear the entire costs of settlement administration.

1 3.6.2 In the event the Court or LWDA increases the amount the parties
2 have allocated towards the PAGA Penalties, the additional amount awarded by the Court will
3 cause the Class Member Payout Fund to be decreased. It is the intention of the parties that any
4 increase in PAGA Penalties will not result in Defendant having to pay additional monies and
5 neither will such an increase result in decrease in the amount awarded to Class Counsel fees or
6 costs and expenses, unless otherwise ordered by the Court. Class Counsel shall comply with the
7 notice and reporting requirements under *Labor Code* section 2699(1)(2)-(3).

8 3.7 *Miscellaneous Provisions.*

9 3.7.1 No Person shall have any claim against Class Counsel, the
10 Settlement Administrator, or any of the Defendant Releasees based on the payments made or other
11 actions taken substantially in accordance with this Stipulation and the settlement contained herein
12 or further orders of the Court.

13 3.7.2 This settlement shall result in the release by Participating Class
14 Members of Released Claims including those arising under PAGA, arising from those allegations
15 set forth in the Complaint. The Settling Parties and their counsel agree that Defendant's payment
16 of \$5,000.00 to the LWDA for its share of the PAGA Penalties (approximately 75%) to settle the
17 PAGA claims is appropriate and proper consideration in the overall context of this Stipulation.

18 3.7.3 In the event that the Stipulation is not substantially approved by the
19 Court, after all reasonable steps to cure have been exhausted, or the settlement set forth in the
20 Stipulation is terminated, cancelled, declared void or fails to become effective in accordance with
21 its terms, or if the Judgment does not become final, or to the extent cancellation is otherwise
22 provided for in this Stipulation, the Settling Parties shall resume the Litigation at that time as if no
23 Stipulation had been entered. In such event, the terms and provisions of the Stipulation shall have
24 no further force and effect with respect to the Settling Parties and shall not be used in this
25 Litigation or in any other proceeding for any purpose, and any Judgment or order entered by the
26 Court in accordance with the terms of the Stipulation shall be treated as vacated. Notwithstanding
27 any other provision of this Stipulation, if the Court should fail to award attorneys' fees to Class
28 Counsel in the full amount provided for in this Stipulation, no order of the Court or modification

1 of any order of the Court concerning the amount of any attorneys' fees and costs to be paid by
2 Defendant to Class Counsel pursuant to this settlement shall constitute grounds for cancellation or
3 termination of the Stipulation or grounds for limiting any other provision of the Judgment. If any
4 of Class Counsel's fees and costs or Class Representative Service Awards are reduced by the
5 Court, these funds will revert to the Class Member Payout Fund. It is agreed that no order of the
6 Court, including any order concerning attorneys' fees, may alter or otherwise increase the Gross
7 Settlement Amount.

8 3.7.4 The Settling Parties: (a) acknowledge that it is their intent to
9 consummate this agreement; (b) agree to cooperate to effectuate and implement all terms and
10 conditions of the Stipulation and to exercise their best efforts to accomplish the foregoing terms
11 and conditions of the Stipulation; (c) agree to seek and to attempt to obtain Court approval for the
12 Stipulation; and (d) agree to reasonably work together to seek and attempt to obtain Court
13 approval for the Stipulation and final approval should the Court not grant approval upon the first
14 presentation.

15 3.7.5 Unless otherwise ordered by the Court, in the event the Stipulation
16 shall be terminated, cancelled, declared void or fails to become effective in accordance with its
17 terms, within twenty (20) business days after written notification of such event, the party receiving
18 notice shall notify the other party of this event in writing.

19 3.7.6 The Stipulation compromises claims which were contested and the
20 subject of a good faith dispute, and it shall not be deemed an admission by any of the Settling
21 Parties as to the merits of any claim or defense. The Settling Parties agree that the amounts paid
22 in settlement of the Litigation and the other terms of the settlement were negotiated at arms' length
23 and in good faith with sufficient information by the Settling Parties and reflect a settlement that
24 was reached voluntarily after consultation with competent legal counsel.

25 3.7.7 All of the exhibits to the Stipulation are material and integral parts
26 hereof and are fully incorporated herein by this reference.

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1 3.7.8 The Stipulation may be amended or modified only by a written
2 instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest
3 and subject to Court approval.

4 3.7.9 The Stipulation constitutes the entire agreement among the Settling
5 Parties hereto and no representations, warranties, or inducements have been made to any party
6 concerning the Stipulation or its exhibits other than the representations, warranties, and covenants
7 contained and memorialized in such documents. Except as otherwise provided herein, each party
8 shall bear its own costs.

9 3.7.10 Class Counsel, on behalf of the Class, are expressly authorized by
10 the Class Representative to take all appropriate actions required or permitted to be taken by the
11 Class pursuant to the Stipulation to effect its terms and also are expressly authorized to enter into
12 any modifications or amendments to the Stipulation on behalf of the Class which they deem
13 appropriate.

14 3.7.11 Each counsel or other Person executing the Stipulation or any of its
15 exhibits on behalf of any Settling Parties hereby warrants that such Person has full and express
16 authority to do so.

17 3.7.12 The Stipulation may be executed in one or more counterparts and by
18 DocuSign. All executed counterparts and each of them shall be deemed to be one and the same
19 instrument. A complete set of executed counterparts shall be filed with the Court.

20 3.7.13 The Stipulation shall be binding upon, and inure to the benefit of,
21 the successors and assigns of the parties hereto; however, this Stipulation is not designed to and
22 does not create any third party beneficiaries unless otherwise specifically provided herein.

23 3.7.14 The Court shall retain jurisdiction with respect to implementation
24 and enforcement of the terms of the Stipulation, and all parties hereto submit to the jurisdiction of
25 the Court for purposes of implementing and enforcing the settlement embodied in the Stipulation.
26 In the event that any party brings an action to enforce this Agreement, the prevailing party shall be
27 entitled to its/his/her reasonable attorneys' fees and costs against the losing party.

28 3.7.15 The Stipulation and the exhibits hereto shall be considered to have

1 been negotiated, executed, and delivered, and to have been wholly performed, in the State of
2 California, and the rights and obligations of the parties to the Stipulation shall be construed and
3 enforced in accordance with, and governed by, the internal, substantive laws of the State of
4 California without regard to principles of conflicts of law.

5 3.7.16 The language of all parts of this Stipulation shall in all cases be
6 construed as a whole, according to its fair meaning, and not strictly for or against either party. No
7 party shall be deemed the drafter of this Stipulation. The parties acknowledge that the terms of the
8 Stipulation are contractual and are the product of negotiations between the parties and their
9 counsel. Each party and his/its counsel cooperated in the drafting and preparation of the
10 Stipulation. In any construction to be made of the Stipulation, the Stipulation shall not be
11 construed against any party and the canon of contract interpretation set forth in California Civil
12 Code section 1654 shall not be applied.

13 3.7.17 Should any deadlines set forth in the Stipulation require any action
14 to be taken on a weekend or a Court holiday, then the action may be taken on the next business
15 day, unless otherwise specified by law or rule of Court, except that should the Opt Out Deadline or
16 Objection Deadline (or extension(s) thereof specified in the Stipulation relating to a deficiency
17 notice or a re-mailing) fall on a Saturday and regular U.S. Mail service is in operation that day,
18 then no further extension pursuant to this paragraph shall apply to these specific deadlines.

19 3.7.18 The parties agree that no party shall issue any press release of any
20 sort to the news media or otherwise, nor communicate in any way with any news or other media
21 source, concerning this Settlement Agreement or the Litigation. Nothing in this paragraph shall
22 have any effect upon a party's ability to communicate internally or with Settlement Class
23 Members. Nothing in this paragraph shall be deemed to prevent Defendant or Class Counsel from
24 fulfilling the requirements of Class Notice or communicating with Settlement Class Members.

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1 READ AND AGREED TO INDIVIDUALLY AND ON BEHALF OF THE PROPOSED CLASS:

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3

DocuSigned by:
Nelson Cotleto
94DE42380E624E2

4

Plaintiff Nelson Cotleto

Dated: 8/31/2022, ~~2021~~

5

6

READ AND AGREED TO ON BEHALF DEFENDANT:

7

8

Randy Dreyfuss

9

President

10

La Canada Flintridge Country Club

Dated: 8/30, 2022, ~~2021~~

11

12

APPROVED AS TO FORM:

13

DR

14

Daniel Brown

15

Stansbury Brown Law

16

Attorney for Plaintiff and the Class

Dated: August 31, 2022, ~~2021~~

17

18

Jeffrey S. Ranen

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Aashish Bhargava

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Lewis Brisbois Bisgaard & Smith LLP

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Attorneys for Defendant La Canada

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Flintridge Country Club

Dated: August 30, 2022

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EXHIBIT B

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

NELSON COTLETO, as individuals and on
behalf of all others similarly situated,

Plaintiffs,

vs.

LA CANADA FLINTRIDGE COUNTRY
CLUB, a California Corporation; and DOES 1
through 100,

Defendants.

CASE NO. 20STCV28295

[Assigned for all purposes to: Hon. Judge
Elihu M. Berle, Dept. 06]

CLASS ACTION

**STIPULATION AND AGREEMENT TO
SETTLE CLASS ACTION AND PAGA**

Action Filed: July 28, 2020
Trial Date: None Set

IT IS HEREBY STIPULATED AND AGREED by and between Nelson Cotleto (as
“Class Representative” or “Plaintiff”), on behalf of himself and all others similarly situated to
them and as defined below, on the one hand, and Defendant La Canada Flintridge Country Club
(“Defendant”) (collectively, the “Parties”), on the other hand, as set forth below:

I. The Conditional Nature of This Stipulation.

This Stipulation and Agreement to Settle Class Action, including all associated exhibits
or attachments (herein “Stipulation”), is made for the sole purpose to resolve the above-captioned
matter (the “Litigation”) on a class-wide basis. This Stipulation and the settlement it evidences is
made in compromise of disputed claims. Because the Litigation was filed as a class action, this
settlement must receive preliminary and final approval from the Court. Accordingly, Defendant

STIPULATION AND AGREEMENT TO SETTLE CLASS ACTION

1 and the Class Representative enters into this Stipulation on a conditional basis. In the event that
2 the Court does not execute and file the Order Granting Final Approval of Settlement, or in the
3 event that the Court does not enter the Judgment (as defined below), or in the event that the
4 associated Judgment does not become Final (as defined below) for any reason, this Stipulation
5 shall be deemed null and void, it shall be of no force or effect whatsoever, it shall not be referred
6 to or used for any purpose whatsoever, and the negotiation, terms, and entry of it shall remain
7 subject to the provisions of California Evidence Code sections 1119 and 1152.

8 Defendant denies all of the claims as to liability, damages, and restitution, as well as the
9 class allegations asserted in the Litigation. Defendant has agreed to resolve this Litigation via this
10 Stipulation, but to the extent this Stipulation is deemed void or does not take effect, Defendant
11 does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations
12 in the Litigation upon all legal, procedural, and factual grounds, including without limitation the
13 ability to challenge class treatment on any grounds or to assert any and all defenses or privileges.
14 The Class Representative and his counsel agree that Defendant retains and reserves these rights.
15 In particular, the Class Representative and his counsel waive and agree not to argue or to present
16 any argument that Defendant would be estopped from contesting class certification because it has
17 entered into this Stipulation. In addition, the settling parties recognize and agree that under
18 California law, which is applicable here, courts impose a lesser burden for certification for
19 settlement classes than they do for contested classes.

20 **II. The Parties to this Stipulation.**

21 This Stipulation (with the associated exhibits) is made and entered into by and among the
22 following parties (collectively, the “Settling Parties”): (i) the Class Representative, Nelson
23 Cotleto (on behalf of himself and each of the members of the class), with the assistance and
24 approval of his counsel (the “Class Counsel”); and (ii) Defendant La Canada Flintridge Country
25 Club, with the assistance of its counsel of record in the Litigation. The Stipulation is intended by
26 the Settling Parties to result in a Judgment and to fully, finally, and forever resolve, discharge, and
27 settle the released claims upon and subject to the terms and conditions hereof.

1 **III. Procedural Posture.**

2 On July 27, 2020, Plaintiff Nelson Cotleto, a former employee of Defendant, sent a letter
3 to the LWDA notifying the agency of his intention to bring a representative action on behalf of
4 himself, the State of California, and aggrieved employees due to Defendant's purported failure to
5 pay all overtime wages, provide meal periods, provide rest periods, furnish accurate wage
6 statements, provide all wages upon discharge, and failure to timely pay wages during each
7 calendar month.

8 On July 28, 2020, Plaintiff filed a wage and hour class action Complaint in Los Angeles
9 County Superior Court, entitled *Nelson Cotleto v. La Canada Flintridge Country Club*, Case
10 Number 20STCV28295, alleging causes of action for: (1) Failure to Pay All Overtime Wages; (2)
11 Failure to Pay All Split Shift Premium Wages; (3) Meal Period Violations; (4) Rest Period
12 Violations; (5) Wage Statement Violations; (6) Waiting Time Penalties; and (7) Unfair
13 Competition. On October 14, 2020, Plaintiff filed a First Amended Complaint to allege Civil
14 Penalties under the Private Attorneys General Act ("PAGA").

15 On May 27, 2021, the parties attended a full-day mediation with experienced wage and
16 hour mediator, Lisa Klerman. As part of the parties efforts to mediate, Defendant provided to
17 Plaintiff the following information via informal discovery: (1) class list identifying the number of
18 putative class members, their dates of employment, and hourly rate; (2) Defendant's employee
19 handbooks, meal and rest period policies, incentive compensation documents, and regular rate
20 information; and (3) compensation information, including incentive compensation, of putative
21 class members.

22 After arms-length negotiation at mediation, the parties reached a class action and PAGA
23 resolution for a non-reversionary fund of \$182,500.00. The amount as agreed to was expressly
24 subject to Defendant's production of three years of its financial documents to a third party forensic
25 accountant to substantiate its claims that it could not reasonably pay an amount significantly more
26 than the agreed to settlement amount nor pay the entire settlement amount at the time the parties
27 anticipated the court would finally approve the settlement. Thereafter, Defendant informally
28 produced documents to a the forensic accountant demonstrating its financial status and inability to

1 pay.

2 On December 8, 2021, following the forensic accountant's review and further negotiations
3 between the Parties, Plaintiff and Defendant reached a settlement for a non-reversionary fund of
4 \$200,000.00, subject to this more comprehensive, long-form settlement agreement.

5 **IV. Defendant's Denial of Wrongdoing or Liability.**

6 Defendant denies all of the claims and contentions alleged by the Class Representative in
7 the Litigation. Nonetheless, Defendant has concluded that to continue the Litigation would be
8 protracted and expensive and that it is desirable that the Litigation be fully and finally settled in
9 the manner and upon the terms and conditions set forth in this Stipulation. In addition, Defendant
10 has taken into account the uncertainty and risks inherent in any litigation, particularly class action
11 litigation, as well as the difficulties and delays inherent in such litigation. Defendant has,
12 therefore, determined that it is desirable and beneficial to it that the Litigation be settled in the
13 manner and upon the terms and conditions set forth in this Stipulation.

14 **V. Claims of the Class Representative and Benefits of Settlement.**

15 The Class Representative believes that the claims asserted in the Litigation have merit and
16 that evidence developed to date supports the claims. The Class Representative and Class Counsel
17 recognize and acknowledge, however, the expense and length of the type of continued proceedings
18 necessary to prosecute the Litigation against Defendant through trial and through appeals. The
19 Class Representative and Class Counsel have also taken into account the uncertain outcome and
20 the risk of any litigation, especially in putative class actions such as this Litigation, as well as the
21 difficulties and delays inherent in such litigation. The Class Representative and Class Counsel are
22 also mindful of the inherent problems of proof in establishing and overcoming potential defenses
23 to the claims asserted in the Litigation. In light of these considerations, the Class Representative
24 and Class Counsel believe that the settlement set forth in the Stipulation, including the monetary
25 payments and prospective relief, confers substantial benefits and is in the best interests of the
26 Class Representative and the Class.

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1 **VI. Terms of Stipulation and Agreement of Settlement.**

2 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the
3 Class Representative, for himself and on behalf of all others similarly situated to him and as
4 defined below, on the one hand, and Defendant on the other hand, with the assistance of its
5 respective counsel of record, that, as among the Settling Parties, including all members of the
6 Settlement Class, the Litigation and the Released Claims shall be finally and fully compromised,
7 settled and released, subject to the terms and conditions of the Stipulation and the Judgment.

8 **1. Definitions**

9 As used in all parts of this Stipulation (including the exhibits which are incorporated as
10 part of the Stipulation), the following terms have the meanings specified below:

11 1.1 "Accurant Skip Tracing" means the utilization of Accurant, after the
12 Reasonable Address Verification, to review the accuracy of and, if possible, to update a Class
13 Member's mailing address for a Class Member if a Class Member's Class Notice is returned to the
14 Settlement Administrator as undeliverable.

15 1.2 "Class" or "Class Member(s)" means any and all Persons who are or were
16 previously employed by Defendant as a non-exempt employee in Defendant's Food and Beverage
17 and Kitchen departments in the State of California from July 28, 2016 through May 27, 2021.
18 Based on Defendant's data, as of May 27, 2021, there were approximately 165 Persons that
19 comprise the Class.

20 1.3 "Class Counsel" and "Plaintiff's Counsel" means:

21 **STANSBURY BROWN LAW**
22 Daniel J. Brown (SBN 307604)
23 dbrown@stansburybrownlaw.com
24 2610 ½ Abbot Kinney Blvd.
25 Venice, California 90291
26 Tel: (323) 207-5925

25 1.4 "Class Period" means the following: July 28, 2016 through May 27, 2021.

26 1.5 "Class Member Payout Fund" means the gross amount that Defendant will
27 pay (subject to the occurrence of the Effective Date) to all Participating Class Members, and is
28 calculated by subtracting all of the following from the Gross Settlement Sum: (1) the maximum

1 total gross amount Defendant will pay (subject to the occurrence of the Effective Date) to Class
2 Counsel for attorneys' fees and costs, which is currently estimated to be \$70,000.00 in attorneys'
3 fees (35% of the Gross Settlement Sum) and reasonable costs not to exceed \$9,000.00, subject to
4 proof; (2) the maximum total gross amount Defendant will pay (subject to the occurrence of the
5 Effective Date) to the Class Representative as a service award, which is \$2,000.00; (3) the
6 maximum total gross amount Defendant will pay (subject to the occurrence of the Effective Date)
7 to the Settlement Administrator, which shall be no more than \$5,850.00 and (4) the maximum
8 total gross amount Defendant will pay (subject to the occurrence of the Effective Date) to the
9 California Labor and Workforce Development Agency for settlement of claims under California
10 Labor Code section 2698 *et seq.* which shall be \$5,000.00, representing approximately seventy-
11 five percent (75%) of the \$6,666.66, Private Attorney General Act civil penalties. The Class
12 Member Payout Fund is currently estimated to be approximately \$106,483.34, but the Settling
13 Parties acknowledge that this figure may change depending on the actual amount of settlement
14 administration fees, attorney's fees and costs, service award, and/or PAGA Penalties awarded.
15 The Parties agree that any amount of attorney's fees or costs, administrative costs, service award,
16 and/or PAGA Penalties requested and not approved by the Court shall be distributed to Settlement
17 Class Members according to the formula set forth at Paragraph 1.15. The Class Member payout
18 fund is non-reversionary, meaning no amount of the fund shall revert to Defendant.

19 1.6 "Class Representative" means Plaintiff Nelson Cotleto.

20 1.7 "Complaint" means the Complaint filed on July 28, 2020, and all
21 amendments thereto, if any.

22 1.8 "Court" means the Superior Court of the State of California, for the County
23 of Los Angeles.

24 1.9 "Defendant" means Defendant La Canada Flintridge Country Club.

25 1.10 "Defendant Releasees" means Defendant, each of its respective parent
26 companies, subsidiaries, affiliates, including, but not limited to current and former management
27 companies, shareholders, members, agents (including without limitation, any investment bankers,
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1 accountants, insurers, reinsurers, attorneys and any past, present, or future officers, directors, and
2 employees), predecessors, successors, and assigns.

3 1.11 "Effective Date" means (i) in the event that the Settlement has received
4 final approval by the Court, and there were no timely objections filed, or that any timely
5 objections have been withdrawn then the date the Court's order of final approval of the
6 Settlement; or, (ii) in the event that one or more timely objections has/have been filed and not
7 withdrawn, then upon the passage of the applicable date for an objector to seek appellate review of
8 the trial court's order of final approval of the Settlement, without a timely appeal having been
9 filed; or, (iii) in the event that a timely appeal of the court's order of final approval has been filed,
10 then the Settlement Agreement shall be final when the applicable appellate court has rendered a
11 final decision or opinion affirming the trial court's final approval without material modification,
12 and the applicable date for seeking further appellate review has passed, or the date that any such
13 appeal has been either dismissed or withdrawn by the appellant.

14 1.12 "Experian Skip Tracing" means the utilization of Experian, after the
15 Reasonable Address Verification and Accurant Skip Tracing, to review the accuracy of and, if
16 possible, to update a mailing address for a Class Member if a Class Member's Class Notice is
17 returned to the Settlement Administrator as undeliverable.

18 1.13 "Gross Settlement Sum" shall mean the total settlement amount to be paid
19 by Defendant pursuant to the settlement, including attorneys' fees to Class Counsel, PAGA
20 Penalties (as defined below), settlement administration costs, Class Representative's service
21 award, and distributions to Participating Class Members, which amount is \$200,000.00.
22 Defendant's share of payroll taxes (e.g. UI, ETT, Social Security and Medicare taxes) is not
23 included in the Gross Settlement Sum and must be paid by Defendant in addition to the Gross
24 Settlement Sum. The Gross Settlement Sum shall cover all expenses associated with the
25 settlement, as follows: (1) the Class Member Payout Fund which is the maximum total gross
26 amount that Defendant will pay (subject to the occurrence of the Effective Date) to Participating
27 Class Members; (2) the maximum total gross amount Defendant will pay (subject to the
28 occurrence of the Effective Date) to Class Counsel for attorneys' fees which is currently estimated

1 to be no more than \$70,000.00; (3) the maximum total gross amount Defendant will pay (subject
2 to the occurrence of the Effective Date) to Class Counsel for costs and litigation expenses, which
3 is estimated to be no more than \$9,000.00; (4) the maximum total gross amount Defendant will
4 pay (subject to the occurrence of the Effective Date) to the Class Representative as a service
5 award, which is a total of \$2,000.00; (5) the maximum total gross amount Defendant will pay
6 (subject to the occurrence of the Effective Date) to the Settlement Administrator, which shall be
7 no more than \$5,850.00; and (6) the maximum total gross amount Defendant will pay (subject to
8 the occurrence of the Effective Date) to the California Labor and Workforce Development Agency
9 for settlement of claims under California Labor Code section 2698 et seq., which shall be
10 \$5,0000.00.

11 1.14 “Individual PAGA Payment” shall mean the total gross amount due to each
12 PAGA Member from the portion of the PAGA Penalties allocated to the PAGA Member as one
13 hundred percent (100%) penalties. The Individual PAGA Payment for each PAGA Member shall
14 be calculated by multiplying the PAGA Penalties by a fraction, the numerator of which is the total
15 number of pay periods the PAGA Member worked from July 27, 2019 to May 27, 2021 and the
16 denominator of which is the aggregate number of pay periods from July 27, 2019 to May 27, 2021
17 worked by all PAGA Members.

18 1.15 “Individual Settlement Amount” shall mean the total gross amount due to
19 an individual Participating Class Member, inclusive of pre- and post-judgment interest, penalties,
20 and wages, allocated ten percent (10%) to W-2 wages and ninety percent (90%) to interest and
21 penalties. The Individual Settlement Amount shall be calculated by multiplying the Class
22 Member Payout Fund by a fraction, the numerator of which is the total number of workweeks the
23 Participating Class Member worked from July 28, 2016 to May 27, 2021 and the denominator of
24 which is the aggregate number of workweeks from July 28, 2016 to May 27, 2021 worked by all
25 Participating Class Members.

26 1.16 “Judgment” means the judgment to be rendered by the Court pursuant to
27 this Stipulation. This Judgment shall be a judgment for purposes of California Rules of Court,
28 Rule 3.771(a) and shall constitute approval pursuant to California Rules of Court, Rule 3.769(a).

1 1.17 “Labor and Workforce Development Agency” or “LWDA”
2 means the California agency that pursuant to California Labor Code sections 2698 *et seq.* shall
3 receive an amount equal to seventy-five percent (75%) of the amount paid for PAGA Penalties in
4 settlement of the Litigation.

5 1.18 “Last Known Address” means the most recently recorded mailing address
6 for a Class Member, which information is contained in employment, payroll, or personnel records
7 maintained by Defendant.

8 1.19 The “Litigation” shall mean the lawsuit pending in the Court presently
9 styled *Nelson Cottoleto v. La Canada Flintridge Country Club*, Case No. 20STCV28295, Superior
10 Court of the State of California, County of Los Angeles, filed on July 28, 2020, and as amended
11 on October 14, 2020.

12 1.20 “Notice of Class and Representative Action Settlement” or “Class Notice”
13 means a notice titled “Notice of Class and Representative Action Settlement” to be approved by
14 the Court, substantially in the form attached hereto as Exhibit A. The “Notice of Proposed Class
15 Action Settlement” shall constitute the class notice pursuant to California Rule of Court 3.769(f)
16 and, once approved by the Court, shall be deemed compliant with California Rule of Court
17 3.766(d).

18 1.21 “Notice Mailing Deadline” means the deadline for the Settlement
19 Administrator to mail the Class Notices, which shall be no later than thirty (30) calendar days after
20 the Preliminary Approval Date.

21 1.22 “Objection Deadline” means the deadline for a Class Member to object to
22 the settlement, which date shall be indicated on the Class Notices mailed by the Settlement
23 Administrator and which shall be postmarked no later than thirty (30) calendar days after the
24 Notice Mailing Deadline. In the event the Settlement Administrator must re-mail a Notice Packet,
25 those Class Members shall have an additional fourteen (14) days to object to the Settlement;
26 provided, however, that all objections must be postmarked no later than forty-five (45) days from
27 the date of the initial mailing of the Notice Packet.

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1.23 “Opt Out” or “Opt Outs” means a written letter or form, signed by a Class Member indicating he or she wishes to be excluded from the Settlement Class and in the manner specified in the Class Notice (“Opt Out Form”), no later than the Opt-Out Deadline.

1.24 “Opt Out Deadline” means the deadline for a Class Member to Opt-Out of the settlement, which date shall be indicated on the Class Notices mailed by the Settlement Administrator. The Opt Out Deadline is postmarked no later than thirty (30) calendar days after the Notice Mailing Deadline. In the event the Settlement Administrator must re-mail a Notice Packet, those Class Members shall have an additional fourteen (14) days to opt out of the Settlement: provided however, that the opt out form is postmarked no later than forty-five (45) days from the date of the initial mailing of the Notice Packet.

1.25 “Opt Out Form” means the form entitled “Opt Out Form,” substantially in the same form as set forth in and attached hereto as Exhibit B, and signed by a Class Member indicating he or she wishes to Opt Out in the manner specified in the Class Notice, to be submitted no later than the Opt Out Deadline. A request for exclusion shall not be presumptively invalid if it is made by another form other than the Opt Out Form and/or if it does not contain all the information requested in the Opt Out form—if the Settlement Administrator can ascertain the identity of the class member and ascertain that the Class Member wishes to Opt Out. Timeliness is still required and must be postmarked no later than thirty (30) calendar days after the Notice Mailing Deadline.

1.26 “Order of Final Approval and Entry of Judgment” or “Order Granting Final Approval of Settlement and Entry of Judgment” shall mean the order and judgment to be entered by the Court titled “Order Determining Good Faith and Granting Final Approval of Settlement,” and “Judgment.” The “Judgment,” substantially in the form attached hereto as Exhibit C, which shall constitute approval pursuant to California Rule of Court 3.769(a).

1.27 “PAGA Member(s)” means any allegedly aggrieved employee eligible to recover from the PAGA Penalties portion of the Gross Settlement Sum who worked for Defendant as a non-exempt employee in Defendant’s Food and Beverage and Kitchen departments in the State of California from July 27, 2019 through May 27, 2021.

1 1.28 “PAGA Penalties” means the penalties pursuant to California Labor Code
2 sections 2698, *et seq.*, the Labor Code Private Attorney General Act of 2004 (“PAGA”), that the
3 Settling Parties have agreed is a reasonable sum to be paid in settlement of the PAGA claims
4 included in the Litigation, which is \$6,666.66. PAGA Penalties are to be approved by the Court
5 pursuant to Labor Code section 2699 and are to be distributed as follows: approximately seventy-
6 five percent (75%) to the LWDA and approximately twenty-five percent (25%) to PAGA
7 Members according to the formula set forth at Paragraph 1.14.

8 1.29 “PAGA Period” means the following: July 27, 2019 through May 27, 2021.

9 1.30 “PAGA Released Claims” means all claims, demands, rights, liabilities and
10 causes of action against Defendant and Defendant Releasees for civil penalties pursuant to PAGA
11 based on any and all underlying claims asserted in the LWDA pre-filing notices dated July 27,
12 2020 and the operative complaint, including, but not limited to, alleged violations of Labor Code
13 sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197.1, 1198, and
14 2698, *et seq.*, and applicable IWC Wage Orders arising under the PAGA Period.

15 1.31 “Participating Class Member(s)” or “Settlement Class” or “Members of the
16 Settlement Class” means all Class Members who do not opt out of the Class Action settlement.

17 1.32 “Person” means a natural person.

18 1.33 “Plaintiff Nelson” means Nelson Cotieto, the named plaintiff in the
19 Litigation and the Class Representative.

20 1.34 “Preliminary Approval Date” shall mean the date on which the Court grants
21 preliminary approval of the settlement.

22 1.35 “Preliminary Approval Order” or “Order Granting Preliminary Approval of
23 the Settlement and Setting a Settlement Fairness Hearing” shall mean an order to be executed and
24 filed by the Court titled “Order Granting Preliminary Approval of the Settlement and Setting a
25 Settlement Fairness Hearing,” substantially in the form attached hereto as Exhibit D. This
26 Preliminary Approval Order shall constitute an order certifying a provisional class for settlement
27 purposes only pursuant to California Rule of Court 3.769(d) and an order setting a final
28 approval/fairness hearing pursuant to California Rule of Court 3.769(e).

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1 1.36 “Reasonable Address Verification” shall mean the utilization of the
2 National Change of Address Database maintained by the United States Postal Service to review
3 the accuracy of and, if possible, update a mailing address.

4 1.37 “Released Claims” shall collectively mean all claims, demands, rights,
5 liabilities and causes of action against Defendant and Defendant Releasees for any type of relief
6 and penalties alleged in the Litigation, along with related claims that Plaintiff could have brought
7 based on the facts, allegations, and claims alleged in the operative complaint, including but not
8 limited to claims of unfair competition, failure to pay overtime wages, failure to provide required
9 meal periods, failure to provide rest periods, failure to reimburse employees for required expenses,
10 failure to provide accurate itemized statements, failure to provide wages when due, violation of the
11 Private Attorneys General Act predicated on the violations of Labor Code sections alleged in the
12 Complaint, and violations of Labor Code sections 201, 202, 203, 204, 210, 216, 218.5, 226, 226.7,
13 510, 512, 516, 558, 1174, 1194, 1197, 1198, 2698 *et seq.*, 2699, California Business and
14 Professions Code section 17200, *et seq.*, California Code of Civil Procedure section 382, and all
15 applicable IWC Wage Orders, and other associated and related penalties. The Released Claims
16 cover the period of July 28, 2016 through May 27, 2021. The release specifically excludes claims
17 for workers’ compensation, personal injuries, unemployment insurance, state disability
18 compensation, claims under the Employment Retirement Income Security Act of 1974, previously
19 vested benefits under any Employer-sponsored benefits plan, wrongful termination,
20 discrimination, retaliation, and harassment, including but not limited to those arising under the
21 Age Discrimination In Employment Act, the California Fair Employment and Housing Act, Title
22 VII of the Federal Civil Rights Act of 1964, and/or Federal Civil Rights Act of 1991, or any
23 similar state or federal laws, the California Family Rights Act, the Federal Family Medical Leave
24 Act, the California Pregnancy Disability Leave Law, or similar state or federal laws, the Federal
25 Equal Pay Act of 1963, violations of the Americans with Disabilities Act of 1990 or violations of
26 any other state or federal law, rule, or regulation concerning discrimination, retaliation, and/or
27 harassment. In consideration for the service award and as an inducement for Defendant to enter
28 into this Stipulation, the Class Representative’s Released Claims (and only the Class

1 Representative) additionally includes any and all claims including Unknown Claims (as defined
2 below) against Defendant and Defendant Releasees that accrued during the Class Period, but does
3 not include claims for: age discrimination under the Age Discrimination In Employment Act,
4 unemployment insurance, workers' compensation benefits, state disability compensation,
5 previously vested benefits under any Employer-sponsored benefits plan or claims under the
6 Employment Retirement Income Security Act of 1974. The release of Released Claims is not
7 effective until all payments are made pursuant to Paragraph 2.1 of this Stipulation.

8 1.38 "Settlement Administrator" means the third-party settlement administration
9 firm Phoenix Settlement Administrators ("PSA"). A true and correct copy of PSA's Curriculum
10 Vitae, which provides PSA's qualifications and experience, is attached to this Stipulation as
11 Exhibit F.

12 1.39 "Settlement Hearing" or "Fairness and Good Faith Determination Hearing"
13 or "Settlement Fairness Hearing" means a hearing set by the Court to take place on or about the
14 Settlement Hearing Date (as defined below) for the purpose of: (i) determining the fairness,
15 adequacy, and reasonableness of the Stipulation and associated settlement pursuant to class action
16 procedures and requirements; (ii) determining the good faith of the Stipulation and associated
17 settlement; and (iii) entering Judgment. This Settlement Hearing is intended to be the settlement
18 hearing or final approval hearing required under California Rules of Court, Rule 3.769(a).

19 1.40 "Settlement Hearing Date" is the date that is on or near the date that is thirty
20 (30) calendar days after the Objection, Opt Out Deadline, and Verification Form Deadline. The
21 Class Notice shall specify the Settlement Hearing Date. This Stipulation, the operative Complaint,
22 other relevant documents, and the Settlement Hearing Date, and notice of Judgment will also be
23 posted by the Settlement Administrator at the following website:
24 Phoenixclassaction.com/CotlettoLaCanadaCountryClub (the "Website"). Notice of any change of
25 the date or location of the Settlement Hearing Date will be posted on the Website.

26 1.41 "Settlement Hearing Motion Date" is the date that is on or near the date that
27 is sixteen (16) court days prior to the Settlement Hearing.

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1 1.42 "Settling Parties" mean Defendant and the Class Representative on behalf
2 of himself and all Class Members.

3 1.43 "Stipulation" means this agreement, the Stipulation and Agreement to Settle
4 Class Action and all of its attachments and exhibits, which the Settling Parties understand and
5 agree sets forth all material terms and conditions of the settlement between them, and which is
6 subject to Court approval.

7 1.44 "Unknown Claims" means any Released Claims which the Class
8 Representative does not know or suspect to exist in his favor at the time of the entry of the
9 Judgment, and which if known by them might have affected their settlement with and release of
10 Defendant and Defendant Releasees or might have affected his decision not to object to or to opt
11 out of this settlement. With respect to any and all Released Claims, the Settling Parties stipulate
12 and agree that, upon the Effective Date, the Class Representative, for himself only, shall expressly
13 and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions,
14 rights, and benefits of California Civil Code section 1542 with respect to the Released Claims,
15 which provides as follows:

16 **A general release does not extend to claims that the creditor or**
17 **releasing party does not know or suspect to exist in his or her favor**
18 **at the time of executing the release and that, if known by him or her,**
would have materially affected his or her settlement with the debtor
or released party.

19 The Class Representative may hereafter discover facts in addition to or different from those which
20 he now knows or believes to be true with respect to the subject matter of the Released Claims, but
21 the Class Representative, upon the Effective Date, shall be deemed to have, and by operation of
22 the Judgment shall have, fully, finally, and forever settled and released any and all Released
23 Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or
24 not concealed or hidden, which then exist, or previously have existed upon any theory of law or
25 equity now existing or coming into existence in the future, including, but not limited to, conduct
26 which is negligent, intentional, with or without malice, or a breach of any duty, law or rule,
27 without regard to the subsequent discovery or existence of such different or additional facts. The
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1 Class Representative acknowledges that the foregoing waiver was separately bargained for and a
2 key element of the settlement of which this release is a part. Notwithstanding any other provision
3 of this Stipulation, the Settling Parties recognize that because the only Unknown Claims released
4 by this Stipulation are those Unknown Claims that meet the definition of Released Claims, the
5 release effectuated by this Stipulation shall not extend to Unknown Claims other than those
6 described above.

7 1.45 "Updated Address" means a mailing address that was updated via a
8 Reasonable Address Verification, via an updated mailing address provided by the United States
9 Postal Service or a Class Member, via Accurant and/or Experian Skip Tracing, or via a locator
10 service.

11 1.46 "Verification Form" means the form entitled "Verification Form" in the
12 same or substantially the same form as set forth in Exhibit E of this Stipulation allowing a Class
13 Member to dispute the number of workweeks worked as a non-exempt hourly employee during
14 the Class Period.

15 1.47 "Verification Form Deadline" means the deadline for a Class Member to
16 dispute the number of Workweeks listed in the Verification Form, which date shall be indicated on
17 the Verification Forms mailed by the Settlement Administrator and which shall be postmarked no
18 later than thirty (30) calendar days after the Notice Mailing Deadline. In the event the Settlement
19 Administrator must re-mail a Notice Packet, those Class Members shall have an additional
20 fourteen (14) days to submit the Verification Form disputing the number of workweeks: provided
21 however, that the Verification Form is postmarked no later than forty-five (45) days from the date
22 of the initial mailing of the Notice Packet.

23 **2. The Settlement.**

24 2.1 *Settlement Amount, Timing of Payments, Tax Reporting Obligations, and*
25 *Other Obligations of Defendant and the Settlement Administrator.*

26 2.1.1 The total Gross Settlement Sum shall be Two Hundred Thousand
27 Dollars and Zero Cents (\$200,000.00). Defendant's share of payroll taxes (e.g. UI, ETT, Social
28

Security and Medicare taxes) are not part of the Gross Settlement Sum and must be paid by Defendant in addition to the Gross Settlement Sum.

2.1.2 Defendant shall fund the Gross Settlement Sum no later than thirty (30) calendar days after the Effective Date. All distributions required from the Gross Settlement Sum are to be paid not later than ten (10) calendar days after the receipt of the payment from Defendant as further detailed below by the Settlement Administrator

2.1.3 The Settlement Administrator will administer the settlement by distributing the Class Notice, Verification Form, performing skip traces, receiving Opt Outs, providing Class Counsel and counsel for Defendant with updates on the status (including Class Member names and percentages) of opt outs, handling inquiries about the calculation of the Individual Settlement Amounts and Individual PAGA Payment, and providing reports and/or declarations required by the Court and/or the Settling Parties. The actions of the Settlement Administrator shall be governed by the terms of this Stipulation. The Settling Parties, through their counsel, may provide written information needed by the Settlement Administrator pursuant to the Stipulation.

2.1.4 Defendant, through the Settlement Administrator, shall pay no later than ten (10) calendar days after the receipt of the funds by the Settlement Administrator from Defendant: (1) the amount of attorney's fees and litigation costs approved by the Court to Class Counsel as described in subsection (a) below; (2) the Class Representative's service award approved by the Court as set forth in subsection (b) below; (3) the Settlement Administrator fees and costs as set forth in subsection (c) below; and (4) the PAGA Penalties to the LWDA and PAGA Members approved by the Court as set forth in subsection (d) below.

(a) Attorneys' Fees and Litigation Costs: Class Counsel shall submit their Application for Award of Attorneys' Fees and Costs to the Court before the Settlement Hearing as part of the Motion for Final Approval of Class Action Settlement. Class Counsel will seek attorneys' fees in the amount of \$70,000.00 and actual costs which are not to exceed \$9,000. The Settlement Administrator will report the attorneys' fees and costs award on a Form 1099, which it will provide to Class Counsel and to the pertinent taxing authorities.

1 (b) Class Representative's Service Awards: Subject to Court
2 approval, the Class Representative shall receive a service award of \$2,000.00. Defendant agrees
3 not to oppose the amount of the Class Representative's service award. Since it is the intent of the
4 Settling Parties that the service award to the Class Representative is for his service to the Class
5 Members, and not wages, the Settlement Administrator will not withhold any taxes from the
6 service award. The Class Representative was instrumental in the obtaining this satisfactory early
7 settlement result. Specifically, Class Representative provided unique insight into the policies and
8 procedures he was subjected to by Defendant, including how wages were determined and the meal
9 and rest period policies. Moreover, Class Representative provided wage statements prior to filing
10 the lawsuit, which allowed Class Counsel to determine liability early on in this litigation without
11 the need to propound formal discovery which helped this case settle at a relatively early posture.
12 The Settlement Administrator will report the service award on a Form 1099, which it will provide
13 to the Class Representative and to the pertinent taxing authorities.

14 (c) Settlement Administration Costs: Subject to Court approval,
15 the Settlement Administrator shall be paid an amount which will not exceed \$5,850.00 for all fees
16 and costs relating to the administration of this settlement, including but not limited to all the duties
17 set forth in Paragraph 2.1.3, all tax document preparation, custodial fees, and accounting fees, all
18 costs and fees associated with preparing, issuing, and mailing any and all Class Notices, all costs
19 and fees associated with computing, reviewing, and paying distributions from the Gross
20 Settlement Sum, all costs and fees associated with preparing any tax returns and any other filings
21 required by any governmental taxing authority or agency, all costs and fees associated with
22 preparing any other notices, reports, or filings to be prepared in the course of administering
23 disbursements from the Gross Settlement Sum, and any other costs and fees incurred and/or
24 charged by the Settlement Administrator in connection with the execution of its duties under this
25 Stipulation.

26 (d) PAGA Penalties: Subject to Court approval, \$5,000.00 shall
27 be paid to the LWDA for PAGA Penalties, which represents the approximately seventy-five
28 percent (75%) share of the \$6,666.66 portion of the Gross Settlement Sum allocated to PAGA and

1 payable to the LWDA pursuant to Labor Code sections 2699 *et. seq.* Approximately twenty-five
2 percent (25%) of the amount allocated as PAGA Penalties will be distributed to PAGA Members
3 on a pro rata basis by multiplying the PAGA Penalties by a fraction, the numerator of which is the
4 total number of pay periods the PAGA Member worked from July 27, 2019 to May 27, 2021 and
5 the denominator of which is the aggregate number of pay periods from July 27, 2019 to May 27,
6 2021 worked by all PAGA Members. PAGA Members shall receive their portion of the PAGA
7 Penalties regardless of their decision to opt-out of the class settlement.

8 2.1.5 No later than ten (10) calendar days after the Effective Date,
9 Defendant, through the Settlement Administrator, and according to the terms, conditions and
10 procedures set forth in Paragraph 2.1.4 of this Stipulation, shall pay to each Participating Class
11 Member his or her Individual Settlement Amount. Each of the payments to Participating Class
12 Members will be inclusive of interest, wages, and penalties, including waiting time penalties, and
13 will be allocated as 10% W-2 wages and 90% 1099 penalties and interest for the Individual
14 Settlement Amount.

15 2.1.6 The Settlement Administrator shall compute the Individual
16 Settlement Amount for the Participating Claimants as follows:

17 (a) The payment of the Individual Settlement Amount will be
18 calculated by using the formulas set forth in Paragraph 1.15.

19 (b) The Settling Parties agree that the above-described formula
20 and distribution method is reasonable and fair in light of the Settling Parties' investigation of the
21 claims of the Class, and the relative degree of uncertainty, risk of outcome of further litigation,
22 and difficulties and delays inherent in such litigation of these claims.

23 (c) Participating Class Members will have one hundred eighty
24 (180) calendar days from the date of issuance of the check to cash their check. For any check not
25 cashed after 180 calendar days, the Settlement Administrator shall remit the funds to the
26 Unclaimed Property Fund maintained by the State Controller's Office in the name of the
27 Participating Class Member. The funds remitted to the Unclaimed Property Fund will remain the
28 Participating Class Member's property. This will allow Participating Class Members who did not

1 cash their checks to collect their Individual Settlement Amounts at any time in the future.
2 Therefore, there will be no unpaid residue or unclaimed or abandoned class member funds and the
3 California Code of Civil Procedure section 384 shall not apply.

4 2.1.7 No later than ten (10) calendar days after the Effective Date,
5 Defendant, through the Settlement Administrator, and according to the terms, conditions and
6 procedures set forth in Paragraph 2.1.4 of this Stipulation, shall pay to each PAGA Member his or
7 her Individual PAGA Payment. Each of the Individual PAGA Payment to PAGA Members will
8 be allocated to the PAGA Member as one hundred percent (100%) penalties.

9 2.1.8 The Settlement Administrator shall compute the Individual
10 Settlement Amount for the Participating Claimants as follows:

11 (a) The payment of the Individual PAGA Payment will be
12 calculated by using the formulas set forth in Paragraph 1.14.

13 (b) The Settling Parties agree that the above-described formula
14 and distribution method is reasonable and fair in light of the Settling Parties' investigation of the
15 claims of the PAGA Members, and the relative degree of uncertainty, risk of outcome of further
16 litigation, and difficulties and delays inherent in such litigation of these claims.

17 (c) PAGA Members will have one hundred eighty (180)
18 calendar days from the date of issuance of the check to cash their check. For any check not cashed
19 after 180 calendar days, the Settlement Administrator shall remit the funds to the Unclaimed
20 Property Fund maintained by the State Controller's Office in the name of the PAGA Member.
21 The funds remitted to the Unclaimed Property Fund will remain the PAGA Member's property.
22 This will allow PAGA Members who did not cash their checks to collect their Individual PAGA
23 Payment at any time in the future. Therefore, there will be no unpaid residue or unclaimed or
24 abandoned class member funds and the California Code of Civil Procedure section 384 shall not
25 apply.

26 2.1.9 Defendant, through the Settlement Administrator, shall be
27 responsible for reporting and paying the employer's share of payroll taxes (e.g. UI, ETT, Social
28 Security and Medicare taxes) which are to be paid by Defendant separately from and in addition to

1 the Gross Settlement Sum. Defendant, through the Settlement Administrator, will report each
2 payment made on the Gross Settlement Sum to government authorities including the Internal
3 Revenue Service as required by law, and it shall make all required deductions and/or
4 withholdings. Defendant, through the Settlement Administrator, will also retain the amount due
5 for payroll taxes and will pay those amounts to the pertinent government authorities in the manner
6 and the time prescribed by law. Defendant, through the Settlement Administrator, shall report the
7 payments to the Internal Revenue Service (and other relevant government agencies) as wage
8 income in the year of payment on a Form W-2, and as penalty and interest income on a Form
9 1099, as appropriate.

10 **3. Procedure for Approval and Implementation of Settlement.**

11 **3.1 *Preliminary Approval.***

12 3.1.1 The Parties, through their counsel of record, shall jointly file this
13 Stipulation with the Court and shall promptly file a joint motion in the Action requesting that the
14 Court enter the unopposed Preliminary Approval Order:

15 (a) Preliminarily approving for settlement purposes only the
16 proposed settlement and this Stipulation and preliminarily certifying the settlement class for
17 settlement purposes only;

18 (b) Preliminarily approving the appointment of Plaintiff as the
19 representative of the Class for settlement purposes only;

20 (c) Preliminarily approving the appointment of Class Counsel as
21 counsel for the Class for settlement purposes only;

22 (d) Appointing and approving Phoenix Settlement
23 Administrators, or such other administrator as chosen by the Parties and approved by the Court, to
24 administer the claims and settlement payment procedures required by this Stipulation;

25 (e) Approving the form of the Class Notice, and Verification
26 Form, and requiring that them be sent to Class Members, attached hereto as Exhibits A, and E;

27 (f) Approving the Notice mailing;

1 (g) Scheduling the Settlement Hearing for consideration of class
2 certification and final approval of this Stipulation;
3 (h) Approving the procedure for Class Members to submit Opt
4 Outs as set forth in this Settlement; and
5 (i) Establishing a procedure for Class Members to object to the
6 settlement.

7 3.1.2 Failure of the Court to enter the Preliminary Approval Order in its
8 entirety or in a substantially similar form will be grounds for Defendant to terminate the settlement
9 and the terms of this Stipulation pursuant to Paragraph 3.6.1; however, pursuant to Paragraph
10 3.6.1, the Settling Parties are to take all reasonable steps to cure any deficiencies so as to avoid
11 any termination of the settlement.

12 3.2 *Notice to Class Members.*

13 3.2.1 If, by entering the Preliminary Approval Order, the Court provides
14 authorization to send the Class Notices, the Settlement Administrator will facilitate the mailing of
15 the Class Notices and Verification Forms to all Class Members, no later than thirty (30) calendar
16 days after entry of the Preliminary Approval Date. The Class Notices and Verification Forms
17 shall be mailed via first class mail through the United States Postal Service, postage pre-paid.
18 Each Class Notice shall include a postage prepaid return envelope. The envelope shall bear the
19 following phrase in the bottom left hand corner: IMPORTANT – CLASS ACTION
20 SETTLEMENT INFORMATION. PLEASE OPEN IMMEDIATELY. The mailing enclosing the
21 Class Notice and Verification Form will not contain any other materials. The Class Notice,
22 Verification Form, and the envelope or covering shall be marked to denote the return address of
23 the Settlement Administrator.

24 3.2.2 Defendant shall prepare a list, in an electronically usable format, for
25 the Settlement Administrator containing for each Class Member the following information: the
26 first, last and middle name, Last Known Address, last known email address if any, social security
27 number, dates of employment as a non-exempt employee in California (start and end dates), and
28 number of paystubs issued to each Class Member during the class period. By approving this

1 settlement, the Court will be deemed to have authorized Defendant to provide the Settlement
2 Administrator with this information. Defendant shall provide this list to the Settlement
3 Administrator within fourteen (14) calendar days of the Preliminary Approval Date.

4 3.2.3 For the Class Representative, the Settlement Administrator shall
5 mail the Class Notice to the Class Representative in care of Class Counsel at Class Counsel's
6 addresses.

7 3.2.4 Prior to the mailing of the Class Notice to the Class Members, the
8 Settlement Administrator shall conduct a Reasonable Address Verification will be conducted on
9 all Class Members.

10 3.2.5 If a Class Member is known to be deceased, the Class Notice for
11 that deceased Class Member shall be mailed to the Last Known Address (or Updated Address, if
12 applicable) of the legal representative of the deceased Class Member's estate, to the extent known.

13 3.2.6 Unless the Settlement Administrator receives a Class Notice
14 returned from the United States Postal Service for reasons discussed below in this paragraph, that
15 Class Notice shall be deemed mailed and received by the Class Member to whom it was sent five
16 (5) days after mailing. In the event that subsequent to the first mailing of a Class Notice and prior
17 to the Verification Form and Opt Out Deadline, that Class Notice is returned to the Settlement
18 Administrator by the United States Postal Service because the address of the recipient is no longer
19 valid, i.e., the envelope is marked "Return to Sender," the Settlement Administrator shall
20 undertake an Accurant Skip Tracing or Experian Skip Tracing on the Class Member to attempt to
21 ascertain the current address of the particular Class Member in question and, if such an address is
22 ascertained, the Settlement Administrator will re-send the Class Notice within three (3) business
23 days of receipt of the returned Class Notice. In either event, the Class Notice shall be deemed
24 received once it is mailed for the second time. In the event that subsequent to the first mailing of a
25 Class Notice and on or after the Verification Form and Opt Out Deadline, that Notice is returned
26 to the Settlement Administrator by the United States Postal Service because the address of the
27 recipient is no longer valid, i.e., the envelope is marked "Return to Sender," the Settlement
28 Administrator shall be required to take no further action with that Class Notice. In the event that

1 subsequent to the first mailing of a Class Notice and prior to the Verification Form and Opt Out
2 Deadline that Notice is returned to the Settlement Administrator by the United States Postal
3 Service with a forwarding address for the recipient, the Settlement Administrator shall re-mail the
4 notice to that address within three (3) business days of receipt of the returned Class Notice. In any
5 event, if the Settlement Administrator does not receive notice from the United States Postal
6 Service that a particular Class Notice is undeliverable, or should be sent to a forwarding address,
7 at least ten (10) days prior to the deadline for the Settlement Administrator to provide the
8 Declaration of Compliance pursuant to Paragraph 3.2.7 below, the notice procedures in this
9 paragraph will be deemed to have been complied with as to that Class Notice and no further action
10 need be taken by the Settlement Administrator with regard to that Class Notice. In the event the
11 Settlement Administrator must re-mail any Class Notice pursuant to the provisions of this
12 Paragraph due to being returned for an invalid address, the Verification Form, Opt Out and
13 Objection Deadlines shall be extended for those re-mailings by fourteen (14) days but in no event
14 later than forty-five (45) days from the date of the initial mailing of the Notice Packet. The
15 Settlement Administrator shall include a cover letter with any re-mailing informing the Class
16 Member of the re-mailing of the Class Notice and that he or she has fourteen (14) calendar days
17 from the date of the re-mailing (which shall be the date the re-mailing of the Class Notice is
18 postmarked) to postmark any response allowed by the Stipulation and Class Notice, even if
19 postmarked after the original Verification Form, Objection and Opt Out Deadlines. Compliance
20 with the procedures described in this paragraph shall constitute due and sufficient notice to Class
21 Members of this proposed settlement and of the Settlement Hearing, and shall satisfy the
22 requirements of due process. Nothing else shall be required of or done by the Settling Parties,
23 Class Counsel, counsel for Defendant, or the Settlement Administrator to provide notice of the
24 proposed settlement and the Settlement Hearing.

25 3.2.7 No later than ten (10) calendar days after the Verification Form and
26 Opt Out Deadline, the Settlement Administrator shall provide Class Counsel and counsel for
27 Defendant with a declaration attesting to completion of the notice process, including any attempts
28 to obtain Updated Addresses for, and the re-sending of, any returned Class Notices, including the

1 steps set forth in Paragraph 3.2.6 (“Declaration of Compliance”), which shall be filed with the
2 Court by Class Counsel.

3 3.3 *Responses to the Notice of Proposed Class Action Settlement.*

4 3.3.1 Submission of Verification Form: If a Class Member disagrees with
5 the dates worked as an hourly non-exempt employee set forth on his or her Verification Form, he
6 or she must submit documentation with the Verification Form that supports his or her belief that
7 he or she worked different dates during the Class Period as a non-exempt hourly employee in the
8 section provided on the Verification Form. The Settlement Administrator will review the
9 documentation and make a determination based upon the submitted documentation as to the
10 validity of the Class Member’s claim. If the Settlement Administrator needs further information
11 from Defendant concerning the Class Member’s claim, the Settlement Administrator will notify
12 Defendant and Class Counsel and request the needed information. Defendant’s records will be
13 presumed determinative if there is a dispute over the dates of employment that the Class Member
14 worked in the Class Period as an hourly non-exempt employee, unless the Class Member has
15 submitted valid and compelling documentation to support his or her claim to different work dates
16 than the number shown on the Verification Form. The Settlement Administrator shall resolve all
17 disputes by applying the above standard, and the decision of the Claims Administrator on any
18 disputed claims shall be final. The Verification Form must be returned to the Settlement
19 Administrator on or before the Verification Form Deadline. Any completed Verification Form
20 that is returned to the Settlement Administrator after the Verification Form Deadline will not be
21 accepted or processed, except if in response to a deficiency notice sent by the Settlement
22 Administrator pursuant to Paragraph 3.3.7 or in response to a re-mailing of the Class Notice by the
23 Settlement Administrator pursuant to Paragraph 3.2.6.

24 3.3.2 Participation at Class Members’ Own Expense: Pursuant to
25 California Rule of Court 3.766(d)(5), Class Members have the option to participate in this Lawsuit
26 at their own expense by obtaining their own attorney(s). Class Members who choose this option
27 will be responsible for any attorneys’ fees or costs incurred as a result of this election. The Class
28 Notice will advise Class Members of this option.

1 3.3.3 Objections to Settlement: Class Members may also object to the
2 settlement by submitting written objections to Class Counsel and counsel for Defendant no later
3 than the Objection Deadline. The written objection must be signed by the Class Member or
4 his/her attorney if represented by counsel and dated, and additionally state the Class Member's
5 name, dates of employment as a Defendant's non-exempt employee in California, the case name
6 and number (*Nelson Cotleto v. La Canada Flintridge Country Club*, Case No. 20STCV28295,
7 Superior Court of the State of California, County of Los Angeles), the basis for the objection. A
8 Class Member who objects to the settlement must be a Member of the Settlement Class and may
9 not submit an Opt Out pursuant to Paragraph 3.3.4 below. If any objecting Class Member wishes
10 to speak at the Settlement Hearing, that Class Member's written objection should include a request
11 to speak at the Settlement Hearing. The Settling Parties will request that the Court determine
12 whether Class Members who submit timely objections will be permitted to speak. The Class
13 Notice will advise Class Members of this option. Even if the Class Member does not submit a
14 written objection, the Class Member may still present oral objections to the Court at the final
15 approval hearing.

16 3.3.4 Opting Out of Settlement: Class Members may elect to opt out of
17 the settlement and, thus, exclude themselves from the entire Litigation and the Settlement Class
18 they are a member of. Class Members who wish to exercise this option must send to the
19 Settlement Administrator a signed and completed Opt Out Form, which must be postmarked on or
20 before the Opt Out Deadline. If a proper Opt Out Form is not received by the Settlement
21 Administrator from a Class Member on or before the Opt Out Deadline, or any extended Opt Out
22 Deadline as provided in Paragraph 3.2.6 above, then that Class Member will be deemed to have
23 forever waived his or her right to opt out of the Settlement Class. The Class Notice will advise
24 Class Members of the option to opt out of the settlement and will contain instructions on how to
25 do so. Class Members who do not properly request exclusion from the class action settlement by
26 submitting valid and timely Opt Out Forms shall be deemed Members of the Settlement Class.
27 Class Members who do properly request exclusion from the class action settlement by submitting
28 valid and timely Opt Out Forms shall have no further role in the Litigation, and for all purposes

1 they shall be regarded as if they never were parties to this Litigation, and, thus, they shall not be
2 entitled to any benefits as a result of this Litigation.

3 3.3.5 If a Class Member completes and submits both a Verification Form
4 and an Opt Out Form, the Verification Form shall be accepted, the Opt Out Form shall be
5 disregarded and the Individual Settlement Amount will be paid and the Class Member will
6 become bound by the Judgment.

7 3.3.6 Class Members who do not opt out of the Settlement Class pursuant
8 to Paragraph 3.3.4 shall be deemed Members of the Settlement Class and shall be bound by the
9 Judgment.

10 3.3.7 In the event that any Class Member timely submits a Verification
11 Form or Opt Out Form, but it is deficient, as soon as possible, but not later than five (5) business
12 days of the Settlement Administrator's receipt of such Verification Form or Opt Out Form, the
13 Settlement Administrator shall send by first class, postage pre-paid, United States mail a notice to
14 such Class Member informing him or her of the deficiency and that he or she has until the
15 Verification Form Deadline or Opt Out Deadline or ten (10) calendar days from the date of the
16 notice (which shall be the date the notice is mailed), whichever is later, to cure the deficiency and
17 postmark and mail the Verification Form or Opt Out Form even if postmarked after the
18 Verification Form Deadline or Opt Out Deadline respectively. The Settlement Administrator shall
19 also copy Class Counsel and counsel for Defendant with any such notices of deficiency.

20 3.3.8 The Settling Parties agree that the Verification Form Deadline,
21 Objection and Opt Out Deadlines shall not be extended, and no untimely submissions will be
22 honored, under any circumstances, unless mutually agreeable by the Settling Parties and/or except
23 to the extent permitted under Paragraphs 3.2.6 and 3.3.7. Notwithstanding the foregoing, a Class
24 Member will be allowed to extend the Verification Form, Objection or Opt Out Deadlines for
25 himself or herself if, and only if, he or she can make a showing of legal incapacity during the
26 notice period.

27 3.4 *Post Deadline Period Events and Settlement Fairness Hearing.*
28

1 3.4.1 Within seven (7) calendar days after the Verification Form Deadline
2 and Opt Out Deadline, the Settlement Administrator shall calculate the final Individual Settlement
3 Amount and Individual PAGA Payment to be paid to each Participating Class Member and PAGA
4 Member and prepare a final statement of settlement sum for each Participating Class Member and
5 PAGA Member.

6 3.4.2 On the date set forth in the Preliminary Approval Order and Class
7 Notice, a Settlement Hearing shall be held before the Court in order to: (1) review this Stipulation
8 and whether the Court should give it final approval; (2) consider any objections made timely (i.e.
9 by the Objection Deadline); and (3) consider Class Counsel's application for an award of
10 attorneys' fees, reimbursement for costs and expenses, and the Class Representative's service
11 award. At the Settlement Hearing, the Class Representative, through Class Counsel, shall ask the
12 Court to give final approval to this Stipulation and shall submit to the Court a proposed (a) Order
13 Determining Good Faith and Granting Final Approval of Settlement, and (b) Judgment to be
14 entered in the Litigation. The Settling Parties shall take all reasonable efforts to secure entry of
15 the Order Determining Good Faith and Granting Final Approval of Settlement, and the Judgment.
16 If the Court rejects the Stipulation, fails to enter the Order Determining Good Faith and Granting
17 Final Approval of Settlement, or if the Court fails to enter the Judgment, this Stipulation shall be
18 void, and Defendant shall have no obligation to make any payments under the Stipulation;
19 however, the Settling Parties and their counsel agree to take all reasonable efforts to fix any
20 deficiencies the Court cites for its non-approval as set forth in Paragraph 3.6.1.

21 3.5 Releases.

22 3.5.1 Conditioned on the Effective Date and all payments being made pursuant
23 to Paragraph 2.1 of this Stipulation, each of the Participating Class Members shall be deemed to
24 have, and by operation of the Judgment shall have, fully, finally, and forever released,
25 relinquished, and discharged all Released Claims, as defined in Paragraph 1.37, and the Class
26 Representative shall be deemed to have, and by operation of the Judgment shall have, fully,
27 finally, and forever released, relinquished, and discharged all Released Claims and Unknown
28 Claims, as defined in Paragraphs 1.37 and 1.44, respectively. All PAGA Members, regardless of

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1 whether they submit timely and valid Opt Out Forms, will release all claims under PAGA that
2 could have been premised on the claims, causes of action or legal theories described in the
3 Complaint during the PAGA Period. The State of California and the LWDA will also release all
4 claims under PAGA that could have been premised on the claims, causes of action or legal
5 theories described in the Complaint.

6 3.6 *Termination of Settlement; Reasonable Steps to Cure.*

7 3.6.1 In the event that the settlement set forth in this Stipulation shall not
8 be approved in its entirety by the Court, or in the event that the Effective Date does not occur,
9 Defendant shall have the option to void the settlement, and in such case, no payments shall be
10 made by Defendant to anyone in accordance with the terms of this Stipulation, and this Stipulation
11 shall be deemed null and void with no effect on the Litigation whatsoever. Notwithstanding this
12 provision, the Settling Parties agree to take all reasonable steps to cure any deficiencies cited by
13 the Court as reason for non-approval of any matter(s) filed with the Court for approval. If the
14 Court changes the dates or deadlines of hearings provided for in this Stipulation by fewer than
15 three (3) months, this shall not be deemed a substantial change necessitating termination of the
16 settlement, provided that the Settling Parties agree to move other dates and deadlines in the
17 Stipulation accordingly. In the event that more than fifteen percent (15%) of the Class Members
18 Opt Out of the settlement by submitting valid and timely Opt Out Forms by the Opt Out Deadline,
19 Defendant shall have the right to nullify this settlement and Stipulation; however, Defendant must
20 notify Class Counsel of its intention to nullify the settlement and Stipulation within thirty (30)
21 calendar days after the expiration of the Opt Out Deadline. Finally, in the event that the
22 Settlement Class is comprised of 190 Persons or more (15% more than the estimated 165 Persons),
23 as of May 27, 2021, then Defendant shall increase the Gross Settlement Amount on a pro-rata
24 basis equal to the increase in class size (e.g., if the Settlement Class were 25% greater than 165
25 Persons, Defendant will increase the Maximum Settlement Amount by 25%). Should Defendant
26 exercise the right to nullify the settlement under this paragraph, the parties agree that Defendant
27 shall bear the entire costs of settlement administration.

1 3.6.2 In the event the Court or LWDA increases the amount the parties
2 have allocated towards the PAGA Penalties, the additional amount awarded by the Court will
3 cause the Class Member Payout Fund to be decreased. It is the intention of the parties that any
4 increase in PAGA Penalties will not result in Defendant having to pay additional monies and
5 neither will such an increase result in decrease in the amount awarded to Class Counsel fees or
6 costs and expenses, unless otherwise ordered by the Court. Class Counsel shall comply with the
7 notice and reporting requirements under *Labor Code* section 2699(1)(2)-(3).

8 3.7 *Miscellaneous Provisions.*

9 3.7.1 No Person shall have any claim against Class Counsel, the
10 Settlement Administrator, or any of the Defendant Releasees based on the payments made or other
11 actions taken substantially in accordance with this Stipulation and the settlement contained herein
12 or further orders of the Court.

13 3.7.2 This settlement shall result in the release by Participating Class
14 Members of Released Claims including those arising under PAGA, arising from those allegations
15 set forth in the Complaint. The Settling Parties and their counsel agree that Defendant's payment
16 of \$5,000.00 to the LWDA for its share of the PAGA Penalties (approximately 75%) to settle the
17 PAGA claims is appropriate and proper consideration in the overall context of this Stipulation.

18 3.7.3 In the event that the Stipulation is not substantially approved by the
19 Court, after all reasonable steps to cure have been exhausted, or the settlement set forth in the
20 Stipulation is terminated, cancelled, declared void or fails to become effective in accordance with
21 its terms, or if the Judgment does not become final, or to the extent cancellation is otherwise
22 provided for in this Stipulation, the Settling Parties shall resume the Litigation at that time as if no
23 Stipulation had been entered. In such event, the terms and provisions of the Stipulation shall have
24 no further force and effect with respect to the Settling Parties and shall not be used in this
25 Litigation or in any other proceeding for any purpose, and any Judgment or order entered by the
26 Court in accordance with the terms of the Stipulation shall be treated as vacated. Notwithstanding
27 any other provision of this Stipulation, if the Court should fail to award attorneys' fees to Class
28 Counsel in the full amount provided for in this Stipulation, no order of the Court or modification

1 of any order of the Court concerning the amount of any attorneys' fees and costs to be paid by
2 Defendant to Class Counsel pursuant to this settlement shall constitute grounds for cancellation or
3 termination of the Stipulation or grounds for limiting any other provision of the Judgment. If any
4 of Class Counsel's fees and costs or Class Representative Service Awards are reduced by the
5 Court, these funds will revert to the Class Member Payout Fund. It is agreed that no order of the
6 Court, including any order concerning attorneys' fees, may alter or otherwise increase the Gross
7 Settlement Amount.

8 3.7.4 The Settling Parties: (a) acknowledge that it is their intent to
9 consummate this agreement; (b) agree to cooperate to effectuate and implement all terms and
10 conditions of the Stipulation and to exercise their best efforts to accomplish the foregoing terms
11 and conditions of the Stipulation; (c) agree to seek and to attempt to obtain Court approval for the
12 Stipulation; and (d) agree to reasonably work together to seek and attempt to obtain Court
13 approval for the Stipulation and final approval should the Court not grant approval upon the first
14 presentation.

15 3.7.5 Unless otherwise ordered by the Court, in the event the Stipulation
16 shall be terminated, cancelled, declared void or fails to become effective in accordance with its
17 terms, within twenty (20) business days after written notification of such event, the party receiving
18 notice shall notify the other party of this event in writing.

19 3.7.6 The Stipulation compromises claims which were contested and the
20 subject of a good faith dispute, and it shall not be deemed an admission by any of the Settling
21 Parties as to the merits of any claim or defense. The Settling Parties agree that the amounts paid
22 in settlement of the Litigation and the other terms of the settlement were negotiated at arms' length
23 and in good faith with sufficient information by the Settling Parties and reflect a settlement that
24 was reached voluntarily after consultation with competent legal counsel.

25 3.7.7 All of the exhibits to the Stipulation are material and integral parts
26 hereof and are fully incorporated herein by this reference.

1 3.7.8 The Stipulation may be amended or modified only by a written
2 instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest
3 and subject to Court approval.

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4 3.7.9 The Stipulation constitutes the entire agreement among the Settling
5 Parties hereto and no representations, warranties, or inducements have been made to any party
6 concerning the Stipulation or its exhibits other than the representations, warranties, and covenants
7 contained and memorialized in such documents. Except as otherwise provided herein, each party
8 shall bear its own costs.

9 3.7.10 Class Counsel, on behalf of the Class, are expressly authorized by
10 the Class Representative to take all appropriate actions required or permitted to be taken by the
11 Class pursuant to the Stipulation to effect its terms and also are expressly authorized to enter into
12 any modifications or amendments to the Stipulation on behalf of the Class which they deem
13 appropriate.

14 3.7.11 Each counsel or other Person executing the Stipulation or any of its
15 exhibits on behalf of any Settling Parties hereby warrants that such Person has full and express
16 authority to do so.

17 3.7.12 The Stipulation may be executed in one or more counterparts and by
18 DocuSign. All executed counterparts and each of them shall be deemed to be one and the same
19 instrument. A complete set of executed counterparts shall be filed with the Court.

20 3.7.13 The Stipulation shall be binding upon, and inure to the benefit of,
21 the successors and assigns of the parties hereto; however, this Stipulation is not designed to and
22 does not create any third party beneficiaries unless otherwise specifically provided herein.

23 3.7.14 The Court shall retain jurisdiction with respect to implementation
24 and enforcement of the terms of the Stipulation, and all parties hereto submit to the jurisdiction of
25 the Court for purposes of implementing and enforcing the settlement embodied in the Stipulation.
26 In the event that any party brings an action to enforce this Agreement, the prevailing party shall be
27 entitled to its/his/her reasonable attorneys' fees and costs against the losing party.

28 3.7.15 The Stipulation and the exhibits hereto shall be considered to have

1 been negotiated, executed, and delivered, and to have been wholly performed, in the State of
2 California, and the rights and obligations of the parties to the Stipulation shall be construed and
3 enforced in accordance with, and governed by, the internal, substantive laws of the State of
4 California without regard to principles of conflicts of law.

5 3.7.16 The language of all parts of this Stipulation shall in all cases be
6 construed as a whole, according to its fair meaning, and not strictly for or against either party. No
7 party shall be deemed the drafter of this Stipulation. The parties acknowledge that the terms of the
8 Stipulation are contractual and are the product of negotiations between the parties and their
9 counsel. Each party and his/its counsel cooperated in the drafting and preparation of the
10 Stipulation. In any construction to be made of the Stipulation, the Stipulation shall not be
11 construed against any party and the canon of contract interpretation set forth in California Civil
12 Code section 1654 shall not be applied.

13 3.7.17 Should any deadlines set forth in the Stipulation require any action
14 to be taken on a weekend or a Court holiday, then the action may be taken on the next business
15 day, unless otherwise specified by law or rule of Court, except that should the Opt Out Deadline or
16 Objection Deadline (or extension(s) thereof specified in the Stipulation relating to a deficiency
17 notice or a re-mailing) fall on a Saturday and regular U.S. Mail service is in operation that day,
18 then no further extension pursuant to this paragraph shall apply to these specific deadlines.

19 3.7.18 The parties agree that no party shall issue any press release of any
20 sort to the news media or otherwise, nor communicate in any way with any news or other media
21 source, concerning this Settlement Agreement or the Litigation. Nothing in this paragraph shall
22 have any effect upon a party's ability to communicate internally or with Settlement Class
23 Members. Nothing in this paragraph shall be deemed to prevent Defendant or Class Counsel from
24 fulfilling the requirements of Class Notice or communicating with Settlement Class Members.

25 ///

26 ///

27 ///

28 ///

1 READ AND AGREED TO INDIVIDUALLY AND ON BEHALF OF THE PROPOSED CLASS:

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// P
// P
// P

2
3
4 _____ Dated: _____, 2021
Plaintiff Nelson Cotleto

5
6 READ AND AGREED TO ON BEHALF DEFENDANT:

7
8 _____ Dated: _____, 2021
9 Randy Dreyfuss
10 President
La Canada Flintridge Country Club

11 APPROVED AS TO FORM:

12
13
14 _____ Dated: _____, 2021
15 Daniel Brown
16 Stansbury Brown Law
Attorney for Plaintiff and the Class

17
18 _____ Dated: _____, 2021
19 Jeffrey S. Ranen
20 Aashish Bhargava
Lewis Brisbois Bisgaard & Smith LLP
21 Attorneys for Defendant La Canada
Flintridge Country Club

EXHIBIT C

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

Nelson Cotleto v. La Canada Flintridge Country Club

Los Angeles County Case No. 20STCV28295

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

A court authorized this notice. This is not a solicitation.

This is not a lawsuit against you, and you are not being sued.

However, your legal rights are affected by whether you act or don't act.

TO: All non-exempt employees employed by La Canada Flintridge Country Club (“Defendant”) in Defendant’s Food and Beverage and Kitchen departments within the State of California from July 28, 2016, through May 27, 2021.

The Superior Court of the State of California, County of Los Angeles, has granted preliminary approval of a proposed settlement (“Settlement”) of the above-captioned class and representative actions (referred to in this Notice as the “Class Action”). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class and Representative Action Settlement (“Notice”) carefully.

The Court has certified the following class for settlement purposes (“Class” or “Class Members”):

All non-exempt employees employed by Defendant in Defendant’s Food and Beverage and Kitchen departments within the State of California from July 28, 2016, through May 27, 2021.

The purpose of this Notice is to provide a brief description of the claims alleged in the Class Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS AND REPRESENTATIVE ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

WHAT INFORMATION IS IN THIS NOTICE

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Questions? Call the Settlement Administrator toll free at [phone number]

1. *Why Have I Received This Notice?*

Defendant's personnel records indicate that you may be a Class Member. The Settlement will resolve all Class Members' Released Claims, as described below, from July 28, 2016, through May 27, 2021 (the "Class Period").

A Preliminary Approval Hearing was held on September 22, 2022, in the Superior Court of the State of California, County of Los Angeles. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court has determined that there is sufficient evidence to suggest that the proposed settlement may be fair, adequate, and reasonable and that any final determination of those issues will be made at the Final Approval Hearing.

The Court will hold a Final Approval Hearing concerning the proposed settlement on January 24, 2023 at 9:00 a.m., before the Honorable Elihu M. Berle, at the Superior Court for the County of Los Angeles, located at 312 North Spring Street, Los Angeles, California 90012, Department 006.

2. *What Is This Case About?*

Plaintiff Nelson Cotleto commenced a class and representative action in the Los Angeles County Superior Court (Case Number 20STCV28295). The action is referred to in this Notice as "Class Action."

Plaintiff Nelson Cotleto is referred to in this Notice as "Plaintiff." Plaintiff's action against Defendant sought damages, restitution, statutory penalties, civil penalties interest, costs, attorney's fees and other relief based on the following alleged causes of action: (1) Failure to Pay All Overtime Wages (Labor Code §§ 204, 510, 558, 1194, and 1198); (2) Failure to Pay All Split Shift Premium Wages (Labor Code § 1197 and Wage Order 5); (3) Meal Period Violations (Labor Code §§ 226.7 and 512); (4) Rest Period Violations (Labor Code §§ 226.7 and 516); (5) Wage Statement Violations (Labor Code § 226, *et seq.*); (6) Waiting Time Penalties (Labor Code §§ 201, 202, and 203); (7) Unfair Competition (California Business and Professions Code § 17200, *et seq.*); and (8) Civil Penalties under the Private Attorneys General Act (Labor Code § 2698, *et seq.*).

The Court has not made any determination as to whether the claims advanced by Plaintiff have any merit. Nor has it decided whether this case could proceed as a class or representative action. Instead, both sides agreed to resolve the Action with no decision or admission of who is right or wrong.

In other words, the Court has not determined that Defendant violated any laws, nor has it decided in favor of Plaintiff or Defendant; instead, both sides have agreed to resolve the Class Action with no decision or admission of liability.

Defendant denies all allegations made by Plaintiff, individually, on behalf of Class Members, and on a representative basis, and deny liability for any wrongdoing with respect to the alleged facts or causes of action asserted in the Class Action. The settlement is not an admission by Defendant of any wrongdoing or an indication that any law was violated.

Questions? Call the Settlement Administrator toll free at [phone number]

3. *Am I A Class Member?*

You are a Class Member if you were employed by Defendant as a non-exempt employee in Defendant's Food and Beverage and Kitchen departments within the state of California at any time from July 28, 2016, through May 27, 2021 (the "Class Period"). If you qualify as a Class Member, you could receive money from the Class Action Settlement.

If you qualify as an PAGA Member, meaning you were employed as a non-exempt employee in Defendant's Food and Beverage and Kitchen departments within the state of California at any time from July 27, 2019 through May 27, 2021, you may receive money from the Individual PAGA Payment, discussed in Section 11.

4. *How Does The Class Action Settlement Work?*

In their Class Action, Plaintiff sued Defendant on behalf of themselves and all other similarly situated employees who were employed by Defendant as non-exempt employee in Defendant's Food and Beverage and Kitchen departments within the state of California at any time during the Class Period. Plaintiff and other non-exempt employees of Defendant comprise a "Class" and are "Class Members." The settlement of this Class Action resolves the Released Claims of all Class Members, except those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff and Class Counsel believe the Settlement is fair and reasonable. The Court must also review the terms of the Settlement and determine if it is fair and reasonable to the Class. The Court file has the Settlement documents, which explain the Settlement in greater detail. If you would like copies of the Settlement documents, you can contact Class Counsel, whose contact information is below, and they will provide you with a copy free of charge.

5. *Who Are the Attorneys Representing the Parties?*

Attorneys for Plaintiffs and the Class	Attorneys for Defendants
STANSBURY BROWN LAW, PC Daniel J. Brown, Esq. 2610 ½ Abbot Kinney Blvd. Venice, California 90291 Tel: (323) 204-3124	LEWIS BRISBOIS BISGAARD & SMITH LLP Jeffery S. Ranen, Esq. Aashish Bhargava, Esq. 633 West 5 th Street, Suite 4000 Los Angeles, CA 90071 Telephone: (213) 250-1800

The Court has decided that Stansbury Brown Law is qualified to represent the Class Members simultaneously for the purposes of this Settlement. If you want your own attorney, you may hire one at your own cost.

Questions? Call the Settlement Administrator toll free at [phone number]

6. *What Are My Options?*

The purpose of this Notice is to inform you of the proposed Settlement and your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: *Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.*

- **DO NOTHING:** **You do not have to do anything in order to receive payment under this Settlement.**

If you do nothing and the Court grants final approval of the Settlement, you will become part of the Class Action Settlement and will receive an Individual Settlement Amount (explained below) based on the total number of workweeks you were employed by Defendant as a non-exempt employee in Defendant's Food and Beverage and Kitchen departments in California during the Class Period. You will release all of the Released Claims, as defined in Section 9 below, and you will give up your right to pursue the Released Claims, as defined in Section 9 below.

- **OPT-OUT:** If you do not want to participate as a Class Member **and do not want to receive a class action settlement payment**, you may "opt-out," and you will not be part of this Class Action Settlement. If the Court grants final approval of the Settlement, you will not receive an Individual Settlement Amount, and you will not give up the right to sue the Released Parties, including Defendant, for any of the Released Claims as defined in Section 9 below. Please note, if you are eligible to receive an Individual PAGA Payment (explained below) and you do "opt-out" of the Class Action Settlement you will still receive an Individual PAGA Payment. Your right to pursue a claim pursuant to PAGA will be extinguished, regardless of whether or not you opt-out.

- **OBJECT:** You can ask the Court to deny approval of this Settlement by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. You cannot both object to the Settlement and opt out of the case.

The procedures for opting out and objecting are set forth below in the sections entitled "How Do I Opt-Out or Exclude Myself From This Settlement" and "How Do I Object To The Settlement?"

7. *How Do I Opt Out Or Exclude Myself From This Class Action Settlement?*

If you do not wish to participate in the Class Action Settlement, **and do not want to receive an Individual Settlement Payment**, you can exclude yourself from the Settlement (*i.e.*, "opt-out") by sending an opt-out form by the date and to the address stated below. An Opt Out Form has been provided to you along with this Notice, which can be used for this purpose; alternatively, you can submit your own written document that includes all of the same information. If you opt-out of the Settlement, you will not be bound by the Class Action Settlement and therefore you will not release the claims set forth in Section 9. The Opt Out Form must be complete, signed, dated, and mailed by First-Class U.S. Mail, **postmarked no later than December 20, 2022** to: ***Nelson Cotleto v. La Canada Flintridge Country Club C/O Phoenix Settlement Administrators*** [INSERT ADDRESS].

Questions? Call the Settlement Administrator toll free at [phone number]

If you received a re-mailed Class Notice, whether, by skip-trace or forwarded mail, you will have an additional fourteen (14) days to postmark an Opt Out Form. The envelope should indicate whether the Class Notice has been forwarded or re-mailed. We encourage you to keep copies of all documents, including the envelope, in the event your compliance with the deadline is challenged.

The Court will exclude from the Class Action Settlement any Class Member who submits a complete and timely Opt Out Form as described in the paragraph above. Opt Out Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Any Class Member who fails to submit a valid and timely Opt Out Form on or before the above-specified deadline shall be bound by all terms of the Settlement, release, and any Judgment entered in the Action if the Settlement receives final approval from the Court.

8. *How Do I Object To The Settlement?*

If you are a Class Member who does not opt-out of the Settlement, you may object to the Settlement, personally or through an attorney.

You may mail a written objection to the Settlement Administrator at [address] by December 20, 2022. If you received a re-mailed Class Notice, whether, by skip-trace or forwarded mail, you will have an additional fourteen (14) days to postmark a written objection. If you choose to object in writing your objection must be signed and must state: (a) the objecting person's full name, address, and telephone number; (b) the words "Notice of Objection" or "Formal Objection;" (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) the objector may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing.

Class Members may appear at the Final Approval Hearing, either in person or through the objector's own counsel even if they did not submit a written objection. Class Members' timely and valid objections to the Settlement will be considered even if the objector does not appear at the Final Approval Hearing. You may also attend by telephone or video using the Court's virtual appearance platform, LACourtConnect available at <https://www.lacourt.org/lacc/>. Please monitor the Los Angeles County Superior Court's website for any updates regarding the Court's procedures regarding the pandemic.

If the Court approves the settlement over objections, objecting Class Members will receive an Individual Settlement Payment and will be bound by the terms of the Settlement.

9. *How Does This Class Action Settlement Affect My Rights? What are the Released Claims?*

If the proposed Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt-out of the Settlement will be bound by the Court's Final Judgment and will fully release and discharge Defendants and each of its respective parent companies, subsidiaries, affiliates, including, but not limited to current and former management companies, shareholders, members, agents (including without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present, or future officers, directors, and employees), predecessors, successors, and assigns ("Released Parties"). The Released Claims are as follows:

Questions? Call the Settlement Administrator toll free at [phone number]

A. Released Claims.

The claims that Plaintiff and the other Participating Class Members are releasing in exchange for the consideration provided for by the Settlement are all claims, demands, rights, liabilities, and causes of action for any type of relief and penalties alleged or that could have been alleged based on the facts alleged in the operative complaint, including, but not be limited to, claims of unfair competition, failure to pay overtime wages, failure to provide required meal periods, failure to provide rest periods, failure to provide accurate itemized statements, failure to provide wages when due, violation of the Private Attorneys General Act predicated on the violations of Labor Code sections alleged in the Complaint, and violations of Labor Code sections 201, 202, 203, 204, 210, 216, 218.5, 226, 226.7, 510, 512, 516, 558, 1174, 1194, 1197, 1198, 2698 *et seq.*, 2699, California Business and Professions Code section 17200, *et seq.*, California Code of Civil Procedure section 382, and all applicable IWC Wage Orders, and other associated and related penalties.

Furthermore, PAGA Released Claims means all allegations and claims for civil penalties pursuant to PAGA based on any and all underlying Labor Code violations alleged in the operative complaint and PAGA Notice that arose during the PAGA Period, which includes alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197.1, 1198, and 2698, *et seq.*, and applicable IWC Wage Orders.

10. *How Much Can I Expect to Receive From This Settlement?*

Defendant will pay, subject to Court approval, a Gross Settlement Sum of \$200,000 to cover: (1) the Individual Settlement Payments to all Settlement Class Members; (2) the Class Representative's Service Award to Plaintiff in an amount up to \$2,000; (3) the Administration Costs to the Settlement Administrator in an amount up to \$5,850; (4) the Class Counsel attorneys' fees of \$70,000 and costs of up to \$9,000 supported by declaration; (5) PAGA Penalties for settlement of claims under PAGA for \$6,666.66, with 75% of that portion (\$5,000) to be paid to the Labor Workforce and Development Agency ("LWDA"), and the remaining 25% (\$1,666.66) to be distributed to PAGA Members as Individual PAGA Payments.

After deducting the Class Representative's Service Award, Administration Costs, Class Counsel's attorneys' fees and costs, and PAGA Penalties, the remaining sum, estimated at \$106,483.34 is the "Class Member Payout Fund," which shall be distributed to all Participating Class Members. The Settlement Administrator will calculate the Individual Settlement Payments for Participating Class Members. Each Participating Class Member will receive a proportionate share of the Class Member Payout Fund that is equal to (i) the total number of weeks he or she worked as a non-exempt employee during the Class Period based on the Class data provided by Defendant, divided by (ii) the total number of weeks worked by all Participating Class Members during the Class Period based on the same Class data, which is then multiplied by the Class Member Payout Fund. Therefore, the value of each Participating Class Member's Individual Settlement Payment ties directly to the number of weeks that he or she worked during the Class Period.

Although your exact share of the Class Member Payout Fund cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Class Member Payout Fund, is as follows: \$ [REDACTED], less taxes. This is based on Defendant's records, which show you worked [REDACTED] workweeks during the Class Period.

If you believe the number of eligible workweeks listed above is incorrect, you may dispute it by submitting a completed and signed Verification Form which has been provided to you along with this Notice. Along with the Verification Form, you must also include compelling documentation to show you worked different dates during

Questions? Call the Settlement Administrator toll free at [phone number]

the Class Period as a non-exempt hourly employee. The Verification Form and supporting documentation must be sent to the Settlement Administrator at [address] on or before December 20, 2022. Any evidence submitted will be carefully weighed, and the Class Counsel and Defendant's Counsel will make a final determination. If this was re-mailed to you, you have an additional fourteen (14) days to submit the Verification Form and supporting documentation.

Ten percent (10%) of your Individual Settlement Amount will be treated as unpaid wages. Applicable taxes will be withheld from the wages portion of your Individual Settlement Amount only and reported on an IRS Form W-2. The remaining ninety percent (90%) of your Individual Settlement Amount will be treated as penalties, interest, and reimbursement and will be paid pursuant to an IRS Form 1099.

Defendant is expected to fund the Gross Settlement Sum within thirty (30) days after the settlement becomes final. Your Individual Settlement Amount will be distributed within approximately ten (10) days after the funding of the Gross Settlement Sum.

It is strongly recommended that upon receipt of your Individual Settlement Amount check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, your check will be automatically cancelled, and the Settlement Administrator will deposit the amount of the Individual Settlement Amount to the California State Controller's Office in your name in accordance with California Unclaimed Property Law. This will allow you to collect your Individual Settlement Amount at any time in the future. If your Individual Settlement Amount check is cancelled and sent to the State Controller's Office, you should consult the rules of the Fund for instructions on how to retrieve your money.

11. What is the PAGA Payment, and Am I Eligible for it?

Under the terms of the Settlement, \$6,666.66 has been set aside as PAGA Penalties. This portion is the total amount of civil penalties collected on behalf of the State of California. \$5,000 will be sent to the State of California. Allegedly "Aggrieved Employees" will share \$1,666.66 based on the number of pay periods they worked.

You are a "PAGA Member" eligible to share the PAGA Penalties portion of the settlement if you were employed as a non-exempt employee in Defendant's Food and Beverage and Kitchen departments within the state of California at any time from July 27, 2019 through May 27, 2021 ("PAGA Period").

Each PAGA Member will receive a proportionate share of the \$1,666.66 amount allocated to PAGA Members that is equal to (i) the total number of pay periods he or she worked as a non-exempt employee during the PAGA Period based on the Class data provided by Defendant, divided by (ii) the total number of pay periods worked by all PAGA Members during the PAGA Period based on the same Class data, which is then multiplied by the \$1,666.66 amount allocated to PAGA Members ("Individual PAGA Payment"). Individual PAGA Payments shall be designated as 100% penalties, for which an IRS Form 1099 will be issued.

Based on your total number of pay periods, your Individual PAGA Payment is \$ [redacted]. You are responsible for paying any federal, state, or local taxes owed as a result of this Individual PAGA Payment.

Questions? Call the Settlement Administrator toll free at [phone number]

Because these penalties can only be sought by the State of California, you cannot exclude yourself from the PAGA portion of the settlement if the Court gives final approval. Even if you exclude yourself from the class action portion of the settlement, you will still be paid your portion of the civil penalties described above.

If you are not a PAGA Member, this Section does not apply to you.

12. *How Will the Attorneys for the Class and the Class Representative Be Paid?*

Class Counsel will be paid from the Gross Settlement Sum. Subject to Court approval, Class Counsel shall be paid an amount not to exceed thirty-five percent (35%) of the Gross Settlement Sum (or \$70,000) for attorneys' fees, and up to \$9,000 for litigation costs.

Defendant paid all of its own attorneys' fees and costs.

As set forth in Section 10 above, Plaintiff will also be paid a Class Representative service award, subject to Court approval.

13. *Final Approval Hearing and Remote Appearance*

The Court will hold a Final Fairness Hearing concerning the proposed settlement on January 24, 2023 at 9:00 a.m., before Honorable Elihu M. Berle, at the Superior Court for the County of Los Angeles, located at 312 North Spring Street, Los Angeles, California 90012, Department 006. You may also attend by telephone or video using the Court's virtual appearance platform, LACourtConnect available at <https://www.lacourt.org/lacc/>. You are not required to appear at this hearing. Any changes to the hearing date will be available on the Settlement Administrator's website for this class action at Phoenixclassaction.com/CotletoLaCanadaCountryClub.

Please monitor the Los Angeles County Superior Court's website for any updates regarding the Court's procedures during the COVID-19 pandemic.

14. *How Do I Get More Information?*

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS OR WOULD LIKE ELECTRONIC COPIES OF DOCUMENTS RELATING TO THE CLASS ACTION OR THE SETTLEMENT, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll-free.

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers by visiting the Settlement Administrator's website for this class action at Phoenixclassaction.com/CotletoLaCanadaCountryClub. You may also consult the Los Angeles Superior Court's website at <https://www.lacourt.org/casesummary/ui/index.aspx>, and entering the Case Number for the Action, Case No. 20STCV28295. You may also make an appointment to personally review court documents on file in the Clerk's Office at the Spring Street Courthouse by calling (213) 310-7000.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

Questions? Call the Settlement Administrator toll free at [phone number]

EXHIBIT D

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES
Nelson Cotieto v. La Canada Flintridge Country Club
Los Angeles County Case No. 20STCV28295

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

TO: All non-exempt employees employed by La Canada Flintridge Country Club (“Defendant”) in Defendant’s Food and Beverage and Kitchen departments within the State of California from July 28, 2016, through May 27, 2021.

The Superior Court of the State of California, County of Los Angeles, has granted preliminary approval of a proposed settlement (“Settlement”) of the above-captioned class and representative actions (referred to in this Notice as the “Class Action”). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class and Representative Action Settlement (“Notice”) carefully.

The Court has certified the following class for settlement purposes (“Class” or “Class Members”):

All non-exempt employees employed by Defendant in Defendant’s Food and Beverage and Kitchen departments within the State of California from July 28, 2016, through May 27, 2021.

The purpose of this Notice is to provide a brief description of the claims alleged in the Class Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS AND REPRESENTATIVE ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

WHAT INFORMATION IS IN THIS NOTICE

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4. How Does This Class Action Settlement Work?	Page 3
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Questions? Call the Settlement Administrator toll free at [phone number]

1. Why Have I Received This Notice?

Defendant's personnel records indicate that you may be a Class Member. The Settlement will resolve all Class Members' Released Claims, as described below, from July 28, 2016, through May 27, 2021 (the "Class Period").

A Preliminary Approval Hearing was held on September 22, 2022, in the Superior Court of the State of California, County of Los Angeles. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

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The Court has determined that there is sufficient evidence to suggest that the proposed settlement may be fair, adequate, and reasonable and that any final determination of those issues will be made at the Final Approval Hearing.

The Court will hold a Final Approval Hearing concerning the proposed settlement on January 24, 2023, at 9:00 a.m., before the Honorable Elihu M. Berle, at the Superior Court for the County of Los Angeles, located at 312 North Spring Street, Los Angeles, California 90012, Department 006.

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2. What Is This Case About?

Plaintiff Nelson Cotleto commenced a class and representative action in the Los Angeles County Superior Court (Case Number 20STCV28295). The action is referred to in this Notice as "Class Action."

Plaintiff Nelson Cotleto is referred to in this Notice as "Plaintiff." Plaintiff's action against Defendant sought damages, restitution, statutory penalties, civil penalties interest, costs, attorney's fees and other relief based on the following alleged causes of action: (1) Failure to Pay All Overtime Wages (Labor Code §§ 204, 510, 558, 1194, and 1198); (2) Failure to Pay All Split Shift Premium Wages (Labor Code § 1197 and Wage Order 5); (3) Meal Period Violations (Labor Code §§ 226.7 and 512); (4) Rest Period Violations (Labor Code §§ 226.7 and 516); (5) Wage Statement Violations (Labor Code § 226, *et seq.*); (6) Waiting Time Penalties (Labor Code §§ 201, 202, and 203); (7) Unfair Competition (California Business and Professions Code § 17200, *et seq.*); and (8) Civil Penalties under the Private Attorneys General Act (Labor Code § 2698, *et seq.*).

The Court has not made any determination as to whether the claims advanced by Plaintiff have any merit. Nor has it decided whether this case could proceed as a class or representative action. Instead, both sides agreed to resolve the Action with no decision or admission of who is right or wrong.

In other words, the Court has not determined that Defendant violated any laws, nor has it decided in favor of Plaintiff or Defendant; instead, both sides have agreed to resolve the Class Action with no decision or admission of liability.

Defendant denies all allegations made by Plaintiff, individually, on behalf of Class Members, and on a representative basis, and deny liability for any wrongdoing with respect to the alleged facts or causes of action asserted in the Class Action. The settlement is not an admission by Defendant of any wrongdoing or an indication that any law was violated.

Questions? Call the Settlement Administrator toll free at [phone number]

3. *Am I A Class Member?*

You are a Class Member if you were employed by Defendant as a non-exempt employee in Defendant's Food and Beverage and Kitchen departments within the state of California at any time from July 28, 2016, through May 27, 2021 (the "Class Period"). If you qualify as a Class Member, you could receive money from the Class Action Settlement.

If you qualify as an PAGA Member, meaning you were employed as a non-exempt employee in Defendant's Food and Beverage and Kitchen departments within the state of California at any time from July 27, 2019 through May 27, 2021, you may receive money from the Individual PAGA Payment, discussed in Section 11.

4. *How Does The Class Action Settlement Work?*

In their Class Action, Plaintiff sued Defendant on behalf of themselves and all other similarly situated employees who were employed by Defendant as non-exempt employee in Defendant's Food and Beverage and Kitchen departments within the state of California at any time during the Class Period. Plaintiff and other non-exempt employees of Defendant comprise a "Class" and are "Class Members." The settlement of this Class Action resolves the Released Claims of all Class Members, except those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff and Class Counsel believe the Settlement is fair and reasonable. The Court must also review the terms of the Settlement and determine if it is fair and reasonable to the Class. The Court file has the Settlement documents, which explain the Settlement in greater detail. If you would like copies of the Settlement documents, you can contact Class Counsel, whose contact information is below, and they will provide you with a copy free of charge.

5. *Who Are the Attorneys Representing the Parties?*

Attorneys for Plaintiffs and the Class	Attorneys for Defendants
STANSBURY BROWN LAW, PC Daniel J. Brown, Esq. 2610 ½ Abbot Kinney Blvd. Venice, California 90291 Tel: (323) 204-3124	LEWIS BRISBOIS BISGAARD & SMITH LLP Jeffery S. Ranen, Esq. Aashish Bhargava, Esq. 633 West 5 th Street, Suite 4000 Los Angeles, CA 90071 Telephone: (213) 250-1800

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The Court has decided that Stansbury Brown Law is qualified to represent the Class Members simultaneously for the purposes of this Settlement. If you want your own attorney, you may hire one at your own cost.

Questions? Call the Settlement Administrator toll free at [phone number]

6. What Are My Options?

The purpose of this Notice is to inform you of the proposed Settlement and your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.

• **DO NOTHING:** You do not have to do anything in order to receive payment under this Settlement.

If you do nothing and the Court grants final approval of the Settlement, you will become part of the Class Action Settlement and will receive an Individual Settlement Amount (explained below) based on the total number of workweeks you were employed by Defendant as a non-exempt employee in Defendant's Food and Beverage and Kitchen departments in California during the Class Period. You will release all of the Released Claims, as defined in Section 9 below, and you will give up your right to pursue the Released Claims, as defined in Section 9 below.

• **OPT-OUT:** If you do not want to participate as a Class Member **and do not want to receive a class action settlement payment**, you may "opt-out," and you will not be part of this Class Action Settlement. If the Court grants final approval of the Settlement, you will not receive an Individual Settlement Amount, and you will not give up the right to sue the Released Parties, including Defendant, for any of the Released Claims as defined in Section 9 below. Please note, if you are eligible to receive an Individual PAGA Payment (explained below) and you do "opt-out" of the Class Action Settlement you will still receive an Individual PAGA Payment. Your right to pursue a claim pursuant to PAGA will be extinguished, regardless of whether or not you opt-out.

• **OBJECT:** You can ask the Court to deny approval of this Settlement by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. You cannot both object to the Settlement and opt out of the case.

The procedures for opting out and objecting are set forth below in the sections entitled "How Do I Opt-Out or Exclude Myself From This Settlement" and "How Do I Object To The Settlement?"

7. How Do I Opt Out Or Exclude Myself From This Class Action Settlement?

If you do not wish to participate in the Class Action Settlement, **and do not want to receive an Individual Settlement Payment**, you can exclude yourself from the Settlement (*i.e.*, "opt-out") by sending an opt-out form by the date and to the address stated below. An Opt Out Form has been provided to you along with this Notice, which can be used for this purpose; alternatively, you can submit your own written document that includes all of the same information. If you opt-out of the Settlement, you will not be bound by the Class Action Settlement and therefore you will not release the claims set forth in Section 9. The Opt Out Form must be complete, signed, dated, and mailed by First-Class U.S. Mail, **postmarked no later than December 20, 2022** to: *Nelson Coteletto v. La Canada Flintridge Country Club C/O Phoenix Settlement Administrators* [INSERT ADDRESS].

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Questions? Call the Settlement Administrator toll free at [phone number]

If you received a re-mailed Class Notice, whether, by skip-trace or forwarded mail, you will have an additional fourteen (14) days to postmark an Opt Out Form. The envelope should indicate whether the Class Notice has been forwarded or re-mailed. We encourage you to keep copies of all documents, including the envelope, in the event your compliance with the deadline is challenged.

The Court will exclude from the Class Action Settlement any Class Member who submits a complete and timely Opt Out Form as described in the paragraph above. Opt Out Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Any Class Member who fails to submit a valid and timely Opt Out Form on or before the above-specified deadline shall be bound by all terms of the Settlement, release, and any Judgment entered in the Action if the Settlement receives final approval from the Court.

8. How Do I Object To The Settlement?

If you are a Class Member who does not opt-out of the Settlement, you may object to the Settlement, personally or through an attorney.

You may mail a written objection to the Settlement Administrator at [address] by December 20, 2022. If you received a re-mailed Class Notice, whether, by skip-trace or forwarded mail, you will have an additional fourteen (14) days to postmark a written objection. If you choose to object in writing your objection must be signed and must state: (a) the objecting person's full name, address, and telephone number; (b) the words "Notice of Objection" or "Formal Objection;" (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) the objector may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing.

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Class Members may appear at the Final Approval Hearing, either in person or through the objector's own counsel even if they did not submit a written objection. Class Members' timely and valid objections to the Settlement will be considered even if the objector does not appear at the Final Approval Hearing. You may also attend by telephone or video using the Court's virtual appearance platform, LACourtConnect available at <https://www.lacourt.org/lacc/>. Please monitor the Los Angeles County Superior Court's website for any updates regarding the Court's procedures regarding the pandemic.

If the Court approves the settlement over objections, objecting Class Members will receive an Individual Settlement Payment and will be bound by the terms of the Settlement.

9. How Does This Class Action Settlement Affect My Rights? What are the Released Claims?

If the proposed Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt-out of the Settlement will be bound by the Court's Final Judgment and will fully release and discharge Defendants and each of its respective parent companies, subsidiaries, affiliates, including, but not limited to current and former management companies, shareholders, members, agents (including without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present, or future officers, directors, and employees), predecessors, successors, and assigns ("Released Parties"). The Released Claims are as follows:

Questions? Call the Settlement Administrator toll free at [phone number]

A. Released Claims.

The claims that Plaintiff and the other Participating Class Members are releasing in exchange for the consideration provided for by the Settlement are all claims, demands, rights, liabilities, and causes of action for any type of relief and penalties alleged or that could have been alleged based on the facts alleged in the operative complaint, including, but not be limited to, claims of unfair competition, failure to pay overtime wages, failure to provide required meal periods, failure to provide rest periods, failure to provide accurate itemized statements, failure to provide wages when due, violation of the Private Attorneys General Act predicated on the violations of Labor Code sections alleged in the Complaint, and violations of Labor Code sections 201, 202, 203, 204, 210, 216, 218.5, 226, 226.7, 510, 512, 516, 558, 1174, 1194, 1197, 1198, 2698 *et seq.*, 2699, California Business and Professions Code section 17200, *et seq.*, California Code of Civil Procedure section 382, and all applicable IWC Wage Orders, and other associated and related penalties.

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Furthermore, PAGA Released Claims means all allegations and claims for civil penalties pursuant to PAGA based on any and all underlying Labor Code violations alleged in the operative complaint and PAGA Notice, that arose during the PAGA Period, which includes alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197.1, 1198, and 2698, *et seq.*, and applicable IWC Wage Orders.

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10. How Much Can I Expect to Receive From This Settlement?

Defendant will pay, subject to Court approval, a Gross Settlement Sum of \$200,000 to cover: (1) the Individual Settlement Payments to all Settlement Class Members; (2) the Class Representative's Service Award to Plaintiff in an amount up to \$2,000; (3) the Administration Costs to the Settlement Administrator in an amount up to \$5,850; (4) the Class Counsel attorneys' fees of \$70,000 and costs of up to \$9,000 supported by declaration; (5) PAGA Penalties for settlement of claims under PAGA for \$6,666.66, with 75% of that portion (\$5,000) to be paid to the Labor Workforce and Development Agency ("LWDA"), and the remaining 25% (\$1,666.66) to be distributed to PAGA Members as Individual PAGA Payments.

After deducting the Class Representative's Service Award, Administration Costs, Class Counsel's attorneys' fees and costs, and PAGA Penalties, the remaining sum, estimated at \$106,483.34 is the "Class Member Payout Fund," which shall be distributed to all Participating Class Members. The Settlement Administrator will calculate the Individual Settlement Payments for Participating Class Members. Each Participating Class Member will receive a proportionate share of the Class Member Payout Fund that is equal to (i) the total number of weeks he or she worked as a non-exempt employee during the Class Period based on the Class data provided by Defendant, divided by (ii) the total number of weeks worked by all Participating Class Members during the Class Period based on the same Class data, which is then multiplied by the Class Member Payout Fund. Therefore, the value of each Participating Class Member's Individual Settlement Payment ties directly to the number of weeks that he or she worked during the Class Period.

Although your exact share of the Class Member Payout Fund cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Class Member Payout Fund, is as follows: \$, less taxes. This is based on Defendant's records, which show you worked workweeks during the Class Period.

If you believe the number of eligible workweeks listed above is incorrect, you may dispute it by submitting a completed and signed Verification Form which has been provided to you along with this Notice. Along with the Verification Form, you must also include compelling documentation to show you worked different dates during

Questions? Call the Settlement Administrator toll free at [phone number]

the Class Period as a non-exempt hourly employee. The Verification Form and supporting documentation must be sent to the Settlement Administrator at [address] on or before December 20, 2022. Any evidence submitted will be carefully weighed, and the Class Counsel and Defendant's Counsel will make a final determination. If this was re-mailed to you, you have an additional fourteen (14) days to submit the Verification Form and supporting documentation.

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It is strongly recommended that upon receipt of your Individual Settlement Amount check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, your check will be automatically cancelled, and the Settlement Administrator will deposit the amount of the Individual Settlement Amount to the California State Controller's Office in your name in accordance with California Unclaimed Property Law. This will allow you to collect your Individual Settlement Amount at any time in the future. If your Individual Settlement Amount check is cancelled and sent to the State Controller's Office, you should consult the rules of the Fund for instructions on how to retrieve your money.

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You are a "PAGA Member" eligible to share the PAGA Penalties portion of the settlement if you were employed as a non-exempt employee in Defendant's Food and Beverage and Kitchen departments within the state of California at any time from July 27, 2019 through May 27, 2021 ("PAGA Period").

Each PAGA Member will receive a proportionate share of the \$1,666.66 amount allocated to PAGA Members that is equal to (i) the total number of pay periods he or she worked as a non-exempt employee during the PAGA Period based on the Class data provided by Defendant, divided by (ii) the total number of pay periods worked by all PAGA Members during the PAGA Period based on the same Class data, which is then multiplied by the \$1,666.66 amount allocated to PAGA Members ("Individual PAGA Payment"). Individual PAGA Payments shall be designated as 100% penalties, for which an IRS Form 1099 will be issued.

Based on your total number of pay periods, your Individual PAGA Payment is \$[redacted]. You are responsible for paying any federal, state, or local taxes owed as a result of this Individual PAGA Payment.

Questions? Call the Settlement Administrator toll free at [phone number]

Because these penalties can only be sought by the State of California, you cannot exclude yourself from the PAGA portion of the settlement if the Court gives final approval. Even if you exclude yourself from the class action portion of the settlement, you will still be paid your portion of the civil penalties described above.

If you are not a PAGA Member, this Section does not apply to you.

12. How Will the Attorneys for the Class and the Class Representative Be Paid?

Class Counsel will be paid from the Gross Settlement Sum. Subject to Court approval, Class Counsel shall be paid an amount not to exceed thirty-five percent (35%) of the Gross Settlement Sum (or \$70,000) for attorneys' fees, and up to \$9,000 for litigation costs.

Defendant paid all of its own attorneys' fees and costs.

As set forth in Section 10 above, Plaintiff will also be paid a Class Representative service award, subject to Court approval.

13. Final Approval Hearing and Remote Appearance

The Court will hold a Final Fairness Hearing concerning the proposed settlement on January 24, 2023 at 9:00 a.m., before Honorable Elihu M. Berle, at the Superior Court for the County of Los Angeles, located at 312 North Spring Street, Los Angeles, California 90012, Department 006. You may also attend by telephone or video using the Court's virtual appearance platform, LACourtConnect available at <https://www.lacourt.org/lacc/>. You are not required to appear at this hearing. Any changes to the hearing date will be available on the Settlement Administrator's website for this class action at Phoenixclassaction.com/CotletaLaCanadaCountryClub.

Please monitor the Los Angeles County Superior Court's website for any updates regarding the Court's procedures during the COVID-19 pandemic.

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This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers by visiting the Settlement Administrator's website for this class action at Phoenixclassaction.com/CotletaLaCanadaCountryClub. You may also consult the Los Angeles Superior Court's website at <https://www.lacourt.org/casesummary/ui/index.aspx>, and entering the Case Number for the Action, Case No. 20STCV28295. You may also make an appointment to personally review court documents on file in the Clerk's Office at the Spring Street Courthouse by calling (213) 310-7000.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

Questions? Call the Settlement Administrator toll free at [phone number]

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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action; my business address is 2610 ½ Abbot Kinney Blvd. Venice, CA 90212

On September 12, 2022, I served the document listed below on the parties in this action as follows:

- **SUPPLEMENTAL DECLARATION OF DANIEL J. BROWN IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT**

- ☐ (BY MAIL) I placed such envelope on the above date, with postage fully prepaid, for deposit in the U.S. Postal Service at my place of business at Venice, California, following the ordinary business practices of my place of business. I am readily familiar with the business practice at my place of business for collection and processing of correspondence for mail with the U.S. Postal Service. Under that practice, such correspondence is deposited with the U.S. Postal Service the same day it is collected and processed in the ordinary course of business.
- ☐ (BY HAND DELIVERY) I delivered to an authorized courier or driver authorized by _____ to receive documents to be delivered on the same date.
- X (BY CASE ANYWHERE) I caused to be transmitted the document(s) described herein via the CaseAnywhere(s) listed on the attached service list.
- X (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 12, 2022 at Venice, California.



Daniel J. Brown

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SERVICE LIST

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633 West 5th Street, Suite 4000
Los Angeles, California 90071

Attorneys for Defendant La Canada Flintridge Country Club