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

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**  
  
**REVISED [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF SETTLEMENT AND SETTING A SETTLEMENT FAIRNESS HEARING**  
  
Date: September 22, 2022  
Time: 11:00 a.m.  
Department: 06  
  
Action Filed: July 28, 2020  
Trial Date: None Set

This matter came before the Honorable Elihu M. Berle in Department 6 of the above-entitled court located at 312 North Spring Street, Los Angeles, California 90012, upon Plaintiff NELSON COTLETO’s (“Plaintiff” or “Class Representative”) Notice of Motion and Motion for Preliminary Approval of Class Action Settlement. The Court has considered the Stipulation and Agreement to Settle Class Action and PAGA (the “Stipulation” or “Settlement”), its exhibits, and all papers filed in the above-entitled action (“Litigation” or “Action”).

1 IT IS HEREBY ORDERED:

2 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the  
3 Stipulation filed in this case.

4 2. Plaintiff and Defendant LA CANADA FLINTRIDGE COUNTRY CLUB  
5 (“Defendant”), through their counsel of record in the Litigation, have reached an agreement to  
6 settle all claims in the Action on behalf of the Class as a whole.

7 3. The Court hereby conditionally certifies the following Class for settlement  
8 purposes only:

9 Any and all Persons who are or were previously employed by  
10 Defendant as a non-exempt employee in Defendant’s Food and  
11 Beverage and Kitchen departments in the State of California from July  
12 28, 2016 through May 27, 2021.

13 4. Should for whatever reason the Stipulation and Judgment not become Final, the  
14 fact that the parties were willing to stipulate to certification of a class as part of the Stipulation  
15 shall have no bearing on, or be admissible in connection with the issue of whether a class should  
16 be certified in a non-settlement context.

17 5. The Court appoints and designates: (a) Plaintiff as the Class Representative; and (b)  
18 Daniel J. Brown of Stansbury Brown Law, PC as qualified to serve as Class Counsel for the Class.  
19 Class Counsel is authorized to act on behalf of the Class with respect to all acts or consents  
20 required by, or which may be given, pursuant to the Stipulation, and such other acts reasonably  
21 necessary to finalize the Stipulation and its terms. Any Class Member may enter an appearance  
22 through his or her own counsel at such Class Member’s own expense. Any Class Member who  
23 does not enter an appearance or appear on his or her own behalf will be represented by Class  
24 Counsel.

25 6. The Court hereby approves the terms and conditions provided for in the Stipulation.

26 7. The Court hereby preliminarily approves the Stipulation and the Gross Settlement  
27 Sum in the amount of \$200,000.00, which is to be distributed as follows: Out of the Gross  
28 Settlement Sum, (a) \$2,000.00 is to be paid to Plaintiff for his services to the Class; (b) up to  
\$70,000.00 for attorneys’ fees shall be paid to Class Counsel for attorneys’ fees and up to

1 \$9,000.00 for reimbursement of actual costs incurred; (c) the Settlement Administrator shall be  
2 paid for its fees and costs relating to the administration process which is expected to not exceed  
3 \$5,850.00; and (d) payment to the State of California Labor and Workforce Development Agency  
4 (“LWDA”) in the amount of \$5,000.00 for its 75% share of the civil penalties allocated under the  
5 Private Attorneys General Act (“PAGA”). The Court further hereby preliminarily approves the  
6 Class Member Payout Fund and the formulas provided in the Stipulation regarding the Individual  
7 Settlement Amounts and Individual PAGA Payments.

8 8. A hearing (the “Settlement Fairness Hearing”) shall be held before this Court on  
9 January 24, 2023 at 9:00 a.m. in Department 6 of the Superior Court of the State of California,  
10 County of Los Angeles, located at 312 North Spring Street, Los Angeles, California 90012, to  
11 determine all necessary matters concerning the Settlement, including whether the proposed  
12 settlement of the action on the terms and conditions provided for in the Stipulation is fair,  
13 adequate, and reasonable, and should be finally approved by the Court and whether a Judgment, as  
14 provided in the Stipulation, should be entered herein. At this same time, the Court will rule on  
15 Class Counsel’s request for attorneys’ fees and reimbursement of litigation costs and the Class  
16 Representative’s Service Award.

17 9. The Court hereby approves, as to form and content, the Notice of Class and  
18 Representative Action Settlement, attached hereto as Exhibit A, the Opt Out Form, attached hereto  
19 as Exhibit B, and Verification Form, attached hereto as Exhibit C, to be sent to Class Members.  
20 The Court finds that distribution of the Class Notice, Opt Out Form, and Verification Form  
21 (collectively, the “Notice Packet”) to Class Members substantially in the manner and form set  
22 forth in the Stipulation and this Order meet the requirements of due process and shall constitute  
23 due and sufficient notice to all parties entitled thereto.

24 10. The Court appoints and designates Phoenix Settlement Administrators as the  
25 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the  
26 approved Notice Packet to Class Members within thirty (30) calendar days after the date on which  
27 the Court grants preliminary approval of the settlement (“Preliminary Approval Date”) using the  
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1 procedures set forth in the Stipulation.

2 11. Any Class Member may choose to opt out of, and be excluded from, the class  
3 settlement as provided in the Stipulation and the Class Notice, by following the instructions for  
4 requesting exclusion in the Class Notice and Opt Out Form. Any person who timely and properly  
5 opts out of the settlement will not be bound by the Stipulation or have any right to object, appeal  
6 or comment thereon. Any Opt Out Form must be signed by each such Class Member opting out  
7 and must otherwise comply with the requirements delineated in the Class Notice. Class Members  
8 who have not requested exclusion by submitting a valid and timely Opt Out Form by the Opt Out  
9 Response Deadline, shall be bound by all determinations of the Court, the Stipulation, and the  
10 Judgment. If a Class Member completes and submits both a Verification Form and an Opt Out  
11 Form, the Verification shall control and the Class Member will become bound by the Judgment.

12 12. Any Class Member may object to the Stipulation or express his or her views  
13 regarding the Stipulation, and may present evidence and file briefs or other papers that may be  
14 proper and relevant to the issues to be heard and determined by the Court as provided in the Class  
15 Notice. Even if a Class Member does not submit a written objection, the Class Member may still  
16 appear at the Final Approval Hearing to object in person or by telephone or video using the  
17 Court's virtual appearance platform, LACourtConnect available at <https://www.lacourt.org/lacc/>.

18 13. In the event that the Effective Date occurs and all payments are made pursuant to  
19 the Settlement, all Settlement Class Members and the Class Representative will be deemed to have  
20 forever released and discharged the Released Claims applicable to them.

21 14. The Court reserves the right to adjourn or continue the date of the Settlement  
22 Fairness Hearing and all dates provided for in the Stipulation without further notice to the Class,  
23 and retains jurisdiction to consider all further applications arising out of or connected with the  
24 Stipulation.

25 15. An implementation schedule is below:

Event	Date
Defendants to provide Class Data to Settlement Administrator no later than:	October 6, 2022

1	Settlement Administrator to mail Class Notice, Request for Exclusion and Verification Form to Class Members no later than:	October 20, 2022
2		
3	Plaintiff shall file his motion for Final Approval of Settlement by:	November 18, 2022
4	Deadline for settlement class members to request exclusion from, or object to, the Settlement:	December 20, 2022
5	The Parties shall file any responses to objections from settlement class members, if any by:	January 13, 2023
6		
7	Plaintiff shall file the Settlement Administrator's declaration in support of Final Approval, including the results of the notice process and number of objections or opt-outs received, if any, by:	January 13, 2023
8		
9	Final Fairness Hearing:	January 24, 2023 at 9:00 a.m.

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**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_

Honorable Elihu M. Berle  
Judge of the Superior Court

## **EXHIBIT A**

**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?***

<b>Attorneys for Plaintiffs and the Class</b>	<b>Attorneys for Defendants</b>
<b>STANSBURY BROWN LAW, PC</b> Daniel J. Brown, Esq. 2610 ½ Abbot Kinney Blvd. Venice, California 90291 Tel: (323) 204-3124	<b>LEWIS BRISBOIS BISGAARD &amp; SMITH LLP</b> Jeffery S. Ranen, Esq. Aashish Bhargava, Esq. 633 West 5 <sup>th</sup> 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](https://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](https://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 B**

**OPT OUT FORM**

Superior Court of the State of California, County of Los Angeles  
*Nelson Coteleto v. La Canada Flintridge Country Club*  
Los Angeles County Case No. 20STCV28295

**DO NOT COMPLETE THIS FORM IF YOU WANT TO RECEIVE YOUR SHARE OF THE CLASS ACTION SETTLEMENT.**

**ONLY SIGN AND MAIL THIS DOCUMENT IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS ACTION SETTLEMENT. IF YOU EXCLUDE YOURSELF, YOU WILL NOT RECEIVE A PAYMENT FROM THE CLASS ACTION SETTLEMENT.**

**This document must be postmarked no later than [Objection Deadline] and sent via U.S. Mail to:**

La Canada Flintridge Country Club Settlement Administrator  
C/O Phoenix Settlement Administrators  
Class and Representative Action Settlement  
[Insert Administrator Address]  
[City, State ZIP]

**By signing and mailing this form to exclude yourself from the class action settlement, you are agreeing to and confirming the following:**

It is my decision not to participate in the class action settlement in *Nelson Coteleto v. La Canada Flintridge Country Club*. I understand that by excluding myself from the settlement class, I will not receive a settlement payment from the class action settlement. However, if I qualify for an “Individual PAGA Payment,” I will receive that payment regardless of whether or not I exclude myself from the class action settlement.

I confirm that I was employed by La Canada Flintridge Country Club as a non-exempt employee in La Canada Flintridge Country Club’s Food and Beverage and Kitchen departments in California during any part of the period of July 28, 2016, through May 27, 2021. I confirm that I have received and reviewed the Notice of Class Action Settlement in this action. I have decided to be excluded from the class, and I have decided **not** to participate in the proposed settlement.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Last Four Digits of Social Security Number)

\_\_\_\_\_  
(Type or print name and any former name(s) if applicable)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Residence Street Address)

\_\_\_\_\_  
(City, State, and Zip Code)



## **EXHIBIT C**

## **VERIFICATION FORM**

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

PLEASE CAREFULLY REVIEW AND VERIFY THE INFORMATION BELOW.

IF YOU BELIEVE THE NUMBERS OF WORKWEEKS SET FORTH BELOW IS INCORRECT, YOU MUST COMPLETE, SIGN AND MAIL THIS VERIFICATION FORM BY FIRST CLASS U.S. MAIL OR EQUIVALENT, POSTAGE PAID, POSTMARKED ON OR BEFORE \_\_\_\_\_, 2022, ADDRESSED AS FOLLOWS:

**Nelson Cotleto v. La Canada Flintridge Country Club**  
**SETTLEMENT ADMINISTRATOR**

[Insert Administrator Address]

[City, State Zip]

### **A. Instructions**

1. You have been identified as a person who is or was previously employed by Defendant La Canada Flintridge Country Club 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.
2. Your Individual Settlement Amount will be calculated on a pro rata basis as follows:
  - A. The Settlement Administrator shall subtract the following amounts from the Gross Settlement Sum: (1) the Class Counsel attorneys' fees and litigation costs; (2) the Class Representative Service Award; (3) the Settlement Administrator Fees; and (4) the PAGA Penalties; and
  - B. The Settlement Administrator shall calculate each Participating Class Member's Individual Settlement Amount by multiplying the amount calculated in (A), the Class Member Payout Fund, by a fraction, the numerator of which is the total number of workweeks the Participating Class Member worked from July 28, 2016 to May 27, 2021 and the denominator of which is the aggregate number of workweeks from July 28, 2016 to May 27, 2021 worked by all Participating Class Members.
3. If you disagree with the number of set forth below, you must complete, sign and timely mail this Verification Form by U.S. Mail or equivalent, postage paid, postmarked on or before \_\_\_\_\_. If you do not disagree with the number of workweeks set forth

below, then you **do not** need to submit this Verification Form in order to receive your share of the Class Member Payout Fund.

4. Please also send any supporting documentation with this form, if you disagree with the number of workweeks set forth below. If you have no supporting documentation, Defendant's records will control.

If you move, please send the Settlement Administrator your new address. It is your responsibility to keep a current address on file with the Settlement Administrator.

**B. Class Member Information**

Name (First, Middle, Last): \_\_\_\_\_

Former Names (if any): \_\_\_\_\_

Residence Street Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

**C. Calculation Based on Pay Periods**

According to the records of Defendant:

You worked a total of \_\_\_ workweeks between July 28, 2016 and May 27, 2021.

Your share of the settlement proceeds is calculated based on the formula above and your share of the settlement proceeds will be approximately \$ \_\_\_\_\_. This number is subject to change, based on the terms of the Court's final approval order.

If you do **not** agree with the total numbers of workweeks shown above, state the number of workweeks you claim to have worked for Defendant between July 28, 2016 and May 27, 2021: \_\_\_\_\_.

Also, you must immediately provide documents supporting the total number of workweeks you claim you worked.

**NOTE: Defendant's records will control unless you are able to provide documentation which establishes that its records are in error. If there is a dispute about whether Defendant's information or yours is accurate, the Settlement Administrator may be asked to resolve the dispute, and the Settlement Administrator's decision will be final.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Class Member Signature

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**PROOF OF SERVICE**

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

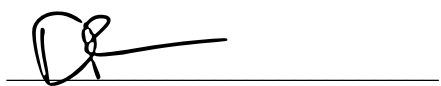
I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action; my business address is 2610 ½ Abbot Kinney Blvd. Venice, CA 90212

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

- **REVISED [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF SETTLEMENT AND SETTING A SETTLEMENT FAIRNESS HEARING**

- (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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