

***Destinee Hart v. ALIKA LLC dba Carlton Oaks Golf Club***  
Superior Court of the State of California – County of San Diego  
(Case No. 37-2021-00025651-CU-OE-CTL)

**PLEASE READ THIS NOTICE CAREFULLY.**

THIS NOTICE may affect your legal right to money that you may be entitled to in connection with the settlement of a lawsuit related to your employment with Defendant ALIKA LLC *doing business as* Carlton Oaks Golf Club (hereinafter “Defendant” or “Alika”). You are **not** being sued and this lawsuit is **not** against you. If you do **not** want to participate in the class portion of the Settlement discussed below, you must complete and return an Opt-Out Letter (*see* Para. C, below) postmarked by not later than March 13, 2023, or else you will be bound by the Settlement terms below.

Pursuant to the Order of the Superior Court of the State of California – County of San Diego (the “Court”), entered on JANUARY 6, 2023, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

**YOU HAVE BEEN IDENTIFIED AS SOMEONE WHO WORKED FOR ALIKA DOING BUSINESS AS  
CARLTON OAKS GOLF CLUB AS A NON-EXEMPT HOURLY EMPLOYEE AT ANY TIME BETWEEN  
JUNE 11, 2017 THROUGH AUGUST 31, 2022.**

**A. DESCRIPTION OF THE CLASS ACTION:**

On June 11, 2021, Plaintiff Destinee Hart (“Hart” or “Plaintiff”) filed a proposed class action lawsuit against Defendant alleging that Defendant violated California laws by failing to pay all straight-time and overtime wages for all work performed, failing to provide compliance duty-free meal breaks and rest periods, and failing to reimburse all incurred business expenses. Plaintiff also alleged derivative claims for the failure to provide accurate itemized wage statements and the failure to pay all wages earned at the time of separation from employment, as well as a cause of action under the Business and Professions Code Section 17200, *et seq.*, based upon the aforementioned underlying alleged violations. Additionally, on June 14, 2021, Plaintiff submitted a notice of new claim to the California Labor and Workforce Development Agency (“LWDA”) in order to pursue a cause of action under the California Private Attorneys General Act (“PAGA”). By way of the lawsuit, in which a First Amended Complaint (“FAC”) was filed on August 14, 2021, Plaintiff has sought additional penalties on behalf of certain aggrieved employees, stemming from the alleged PAGA violations.

From the outset of the action, Defendant has denied, and continues to deny, all of Plaintiff’s claims and allegations. Defendant vigorously maintains that it has at all times properly paid its employees all straight-time and overtime wages, provided compliant duty-free meal breaks and rest periods, reimbursed all necessarily incurred business expenses, and complied with all applicable laws. Defendant further denies that this Action is appropriate for class treatment or for any purpose other than settlement. The Court has not ruled on the merits of Plaintiff’s claims or Defendant’s defenses. In this putative class action lawsuit, Hart sued Defendant on behalf of herself and all non-exempt hourly employees of Defendant who worked at any time from June 11, 2017 through August 31, 2022. Plaintiff and these other employees are referred to herein as the “Class” or individually as “Class Members.” Also, those Class Members who separated their employment from Defendant at any time between June 11, 2018 through August 31, 2022 are referred to herein as “LC 203 subclass” Members. Additionally, the portion of the Settlement Class (as that term is defined, below) who, at any time from June 11, 2020 through August 31, 2022, were employed by Defendant are referred to herein as PAGA Members.

Plaintiff and Defendant (collectively “the Parties”) both recognize the risks, expenses and business disruption of continued litigation and therefore, the Parties and their counsel have agreed to resolve this litigation by entering into a settlement of the lawsuit (both for the original class action allegations and the PAGA claim), which the Court has now preliminarily approved (the “Settlement”). The Parties participated in a private mediation on August 30, 2022, before Mr. Barry M. Winograd, Esq., a highly respected neutral, third-party mediator and the Parties reached a Settlement via a “mediator’s proposal” that was accepted by the Parties. The Settlement represents a compromise and settlement of highly disputed claims.

Although the Court has granted preliminary approval of the Settlement, it has not made any ruling on the merits of Plaintiff’s claims or Defendant’s defenses, and this Notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the merits of any of the claims or defenses asserted by Plaintiff or Defendant. The Court has, however, preliminarily approved the Parties’ proposed Settlement Agreement as fair, reasonable, and adequate and as being in the best interests of the Class Members.

The Settlement applies to all current and former non-exempt hourly employees of Alika LLC *doing business as* Carlton Oaks Golf Club at any time since June 11, 2017 *through* August 31, 2022. This time period is known as the “Settlement Class Period.”

The Court has also appointed the lawyers for Plaintiff as “Class Counsel” to represent Class Members affected by the Settlement. They are:

Alexander I. Dychter, Esq.  
**DYCHTER LAW OFFICES, APC**  
180 Broadway, Suite 1835  
San Diego, California 92101  
Telephone: (619) 487-0777

Counsel for Defendant Alika LLC is: Terence L. Greene, Esq. and Ross M. Poole, **DELMORE GREENE LLP**, 600 West Broadway, Suite 400, San Diego, California; Tel: (619) 515-1194.

The Court-appointed Settlement Administrator is: Phoenix Settlement Administrators (“PSA”).

## **B. SUMMARY OF PROPOSED SETTLEMENT TERMS:**

The Court must still confirm whether it will grant Final Approval of the Settlement, which is anticipated to take place at a fairness hearing (the “Final Approval Hearing”), currently scheduled for March 24, 2023 at 9:00 a.m. Subject to the Court’s Final Approval, a summary of the terms of the Settlement include:

### **1. Class Settlement Amount:**

Defendant will pay a total settlement amount of \$310,105.78 (the “Class Settlement Amount”) which will be used to pay for all of the following: (1) the settlement administration costs, in an amount not expected to exceed \$10,000 (*if finally approved by the Court*); (2) the costs incurred by Class Counsel, in an amount not to exceed \$8,000 (*if finally approved by the Court*); (3) an Incentive Award to the named Plaintiff to compensate her for the time, work, and risks undertaken in bringing this lawsuit, in an amount not to exceed \$8,000 (*if finally approved by the court*); (4) Class Counsel’s reasonable attorneys’ fees, in an amount not to exceed \$103,368.59 (*if finally approved by the Court*); (5) a payment to the State of California Labor and Workforce Development Agency (“LWDA”) pursuant to California’s Labor Code Private Attorneys General Act (“PAGA”) in the amount of \$10,000 (of which \$7,500 shall be sent to the LWDA and \$2,500 shall be distributed to the Settlement Class Members who worked during the “PAGA Period” of June 11, 2020 *through* August 31, 2022 (the “PAGA Members”)); (6) any other costs of any kind associated with the settlement with the exception of the employer’s share of corporate payroll tax; and, (7) the Net Settlement Amount (“NSA”) (*i.e.*, the sum of the funds remaining after paying items (1) through (6) referenced above), to be apportioned (in accordance with Section 2 “Distribution Formula,” below) to each of the approximately 211 Settlement Class Members who do not opt-out of the class portion of the Settlement (*see* Para. C, below). The employer’s share of any necessary payroll taxes on the portion of the Settlement to the Class Members that is allocated as “wages” shall be paid by Defendant additionally, separate and apart from the Class Settlement Amount.

### **2. Distribution Formula:**

The Settlement Administrator will determine the number of Eligible Workweeks worked by each Class Member and their status as an LC 203 Subclass Member and PAGA Member based on the data received from Defendant. An “Eligible Workweek” is a calendar week during which the Class Member worked one or more days for Defendant (rounded up to the next whole workweek number). Each Class Member who does not opt-out of the Settlement (referred to as a “Settlement Class Member”) shall be awarded a pro-rata share of the NSA (less all amounts to be paid to the LC 203 Subclass Members), based upon a percentage equal to the number of each respective Settlement Class Member’s Eligible Workweeks during the Settlement Class Period divided by the total of all Settlement Class Members’ Eligible Workweeks during the Settlement Class Period. That percentage multiplied by the NSA shall be the estimated share of the NSA that each respective Settlement Class Member is eligible to receive.

Additionally, the Settlement Administrator will determine who is an eligible LC 203 Subclass Member (*i.e.* those Settlement Class Members who separated their employment from Defendant at any time between June 11, 2018 *through* August 31, 2022) and each of these individuals will receive a flat-sum of \$250.00 which will be deducted from the NSA. Additionally, those Settlement Class Members who were employed during the PAGA Period (June 11, 2020 *through* August 31, 2022) will receive a pro-rata share of the \$2,500.00 that is allocated towards PAGA Penalties based on the number of pay periods during their employment in the PAGA Period.

**Questions? Contact the Settlement Administrator toll free at (800) 523-5773**

Each Settlement Class Member's share of the NSA will be allocated as follows for tax purposes: 1/3 allocated to "wages" (for which IRS Forms W-2 will issue) and 2/3 allocated to "penalties and interest" interest (for which IRS Forms 1099 will issue). The entirety of all sums paid to LC 203 Subclass Members (*i.e.* \$250.00) and PAGA Members shall be allocated fully to "penalties" (for which IRS Forms 1099 will issue).

**NOTE:** *Nothing in this Notice or the Settlement is intended to constitute tax advice. You should consult your tax advisor for any tax issues pertaining to this Settlement.*

### **3. Your Estimated Share of the Settlement:**

Defendants' records indicate that you worked [INSERT] Eligible Workweeks during the Settlement Class Period (*i.e.* June 11, 2017 through August 31, 2022) and that you [are / are not] an LC 203 Subclass Member. It is estimated that your share of the Net Settlement Amount (including payment as an LC 203 Subclass Member, if so applicable) will be \$ \_\_\_\_\_.

Defendants' records indicate that you worked [INSERT] Eligible Pay Periods during the PAGA Period (*i.e.* June 11, 2020 through August 31, 2022). It is estimated that your share of the PAGA penalties will be \$ \_\_\_\_\_.

For each Settlement Class Member, the amount payable will be calculated by the Settlement Administrator from Defendant's records. Defendants' records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator. If you *dispute* the stated number of Eligible Workweeks, LC 203 Subclass status, or number of PAGA Pay Periods above, you may submit a "**dispute letter**" directly to the Settlement Administrator at the address below. Your dispute letter, along with your documentation supporting your position, should be mailed directly to the Settlement Administrator only and postmarked on or before **March 13, 2023**. You may also call Class Counsel (*see* Section "A" above for their contact information) to ask any questions regarding the Settlement or the calculations involved. All disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all disputes will be final and binding

Phoenix Settlement Administrators

P.O. Box 7208

Orange, CA 92863

Telephone: (800) 523-5773

Email: [notice@phoenixclassaction.com](mailto:notice@phoenixclassaction.com)

<https://www.phoenixclassaction.com/hart-v-alika-dba-carlton-oaks-golf-club/>

### **C. OPTIONS UNDER THE SETTLEMENT:**

You have three (3) options under the Settlement: **1) DO NOTHING** and automatically receive money; **2)** opt-out from the Settlement; or **3)** object to the Settlement.

#### **Option 1. Do Nothing and Receive Money:**

If you do nothing, you will automatically be entitled to your share of the Settlement (as well as your share as a PAGA Member if you are a PAGA member), as detailed above in *Section B.3* and you will automatically receive a check in the mail from the Settlement Administrator. You will automatically receive this check regardless of whether you dispute the number of Eligible Workweeks, LC 203 Subclass status, and/or number of PAGA Pay Periods, but the amount of that check may be impacted. Checks issued shall remain negotiable for a period of ninety (90) days from the date of mailing by the Settlement Administrator. In any event, if you do not opt-out from the Settlement, you will be considered as a member of the Settlement Class and will be releasing all claims that were resolved by the Settlement, as indicated in Section D, below.

#### **Option 2. Opt-Out From The Settlement:**

If you **do not** wish to take part in the Class portion of the Settlement, you must mail a letter to the Settlement Administrator. The letter must state your full legal name, home address, telephone number, and the last 4 digits of your social security number (*for identity verification purposes only*) and must state in substance: "I have read the Notice and I wish to opt out of the Settlement reached in the Hart case against ALIKA LLC (Case No. 37-2021-000256510CU-OE-CTL). I understand that by opting out of the Settlement I will not be bound by any judgment in the case and will not be entitled to receive any payment from the Settlement." Your statement must also state that you acknowledge receiving this Class Notice and that you understand that you are still bound by the release of the PAGA claims upon final approval of the settlement along with your signature under penalty of perjury.

By sending in a timely Opt-Out Letter, you acknowledge that you are opting out of the Settlement, which means that you will not be bound by any judgment in the case (except the PAGA claim release, if applicable to you) and that you will **not** be entitled to receive any payment from the class portion of the Settlement (you would still receive a payment if you are a PAGA Member). You must mail this Opt-Out Letter directly to the Settlement Administrator at the address below, postmarked no later than March 13, 2023.

Phoenix Settlement Administrators

P.O. Box 7208

Orange, CA 92863

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If you timely mail a completed Opt-Out Letter, you will **not** receive any money as a Settlement Class Member, you will **not** be bound by the Settlement or by any judgment entered in this Lawsuit (*excluding the PAGA claim if applicable*), and you will **not** be allowed to object to the Settlement, as explained below.

Additionally, please note that you may **not** opt-out of the PAGA Settlement. If you submit a timely Opt-Out Letter to exclude yourself as a Class Member you **will still remain** a PAGA Member (*if applicable*) and you **will still receive** your respective share of the PAGA payment.

### **Option 3. Object To The Settlement:**

As long as you do not “opt-out” from the settlement, you have the right to object to the settlement, which will not preclude you from also automatically receiving your share of the Settlement and being part of the Settlement Class, being a Member of the LC 203 Subclass (*if applicable to you*), and being a PAGA Member (*if applicable to you*). In order to object, on an individual basis only, you must send to the Settlement Administrator (*whose address is above*) your objection in writing, which must be postmarked no later than March 13, 2023. The Settlement Administrator will then distribute copies of the written objection to all Counsel. The objection must state: (a) your full legal name, home address, telephone number, last four digits of your social security number (*for identity verification purposes*); (b) the words “Notice of Objection” or “Formal Objection”; (c) in clear and concise terms the legal and factual arguments supporting the objection; (d) a list identifying the witness(es) the objector may call to testify at the Final Approval Hearing; (e) true and correct copies of any exhibit(s) the objector intends to offer at the final approval hearing; (f) whether you intend to appear and speak at the Final Approval Hearing.

### **D. RELEASE OF LIABILITY:**

If you are a Settlement Class Member and do not exclude yourself from the Settlement (*excluding the PAGA Members who cannot exclude themselves from a release of the PAGA claim in this action*), you will be deemed to have given a complete release of all claims, theories and causes of action alleged in Plaintiff’s Complaints or that could have been alleged or otherwise raised based on the factual allegations set forth in the operative pleadings in the Action against ALIKA LLC *doing business as* Carlton Oaks Golf Club, and its members, shareholders, officers, directors, agents, current and former employees, partners, attorneys, insurers, ERISA plan administrators, subsidiaries, affiliates, and their respective predecessors, successors, and assigns of ALIKA LLC *doing business as* Carlton Oaks Golf Club arising during the Settlement Period, including any alleged failure to pay minimum, straight-time and/or overtime wages for work performed or at the lawful rate of pay; any and all claims involving any alleged failure to authorize and permit legally compliant rest periods, or to pay premiums for non-compliant rest periods, or to pay such premiums at the regular rate of compensation; any alleged claims involving any alleged failure to provide legally compliant meal breaks, or to pay premiums for non-compliant meal periods, or to pay such premiums at the regular rate of compensation; any and all claims involving any alleged failure to pay all owed wages each and every pay period; any and all claims involving any allegation that Defendant allowed or required employees to bear any of the costs associated with the operation of Defendant’s business, including but not limited to any claims arising under California Labor Code §§ 2800 and 2802; any and all claims involving any alleged failure to timely pay wages, including but not limited to any claim that Defendant violated California Labor Code §§ 201 or 202, and any claim for waiting time penalties under California Labor Code § 203; any and all claims involving any alleged failure to keep accurate records or to issue proper wage statements to employees, including but not limited to any claim that Defendant’s wage statements do not comply with California Labor Code § 226; any and all claims for failure to comply with the Unfair Competition Law (Business and Professions Code § 17200 *et seq.*); any and all penalties pursuant to the Private Attorneys General Act (“PAGA”), California Labor Code § 2699 *et seq.* arising out of any or all of the aforementioned claims, facts or allegations; and all damages, penalties, interest, costs (including attorneys’ fees) and other amounts recoverable under said claims or causes of action as to the facts and/or legal theories alleged or which could have been pled as wage and hour violations under California law based on the factual allegations set forth in the operative

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Complaint (collectively, the “**Released Claims**”). This Release also covers all claims for interest, attorneys’ fees and costs related to the Class Action and all claims for failure to timely pay final wages to all separated Class Members who are members of the LC 203 Subclass. The PAGA Release is for the PAGA penalties that are included in the Released Claims for the PAGA Members.

If the Settlement is not finally approved by the Court, or if any of its conditions are not satisfied, the Settlement will be voided, no money will be paid, and the Action will revert to litigation. However, if that happens, there is no assurance that: (a) the case would be certified as a class action; (b) any decision at trial would be in favor of any Class Members; (c) a favorable trial decision, if any, would be as favorable to any Class Members as the Settlement; or (d) any favorable trial decision would be upheld if an appeal was filed. The Court has expressed no opinion regarding the merits of the claims asserted in the Action.

To the extent there are any conflicts between this Notice and the terms of Settlement Agreement, the terms of the Settlement Agreement will govern.

**E. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT:**

The Final Approval hearing on the fairness and adequacy of the proposed Settlement will be held on March 24 2023 at 9:00 a.m., at the Superior Court of the State of California, County of San Diego, 330 West Broadway, San Diego, California 92101. The Final Approval Hearing may be re-calendared without further notice to the Class. It is not necessary for you to appear at this hearing, unless you have objected to the Settlement by filing a timely and compliant Written Objection Notice.

**IF YOU HAVE QUESTIONS ABOUT THIS NOTICE,  
PLEASE CALL THE SETTLEMENT ADMINISTRATOR AT (800) 523-5773**

**DO NOT CALL THE COURT**