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5 Attorneys for Plaintiff,
JOSHUA BOLDEN, on behalf of himself and all
6 others similarly situated

7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF RIVERSIDE

10
11 JOSHUA BOLDEN, on behalf of himself and
all other similarly situated,

12 Plaintiffs,

13 v.

14 CLUB CAR, LLC, a Delaware limited liability
15 company; INGERSOLL-RAND COMPANY,
a New Jersey corporation; and DOES 1
16 through 100, Inclusive

17 Defendants.

CASE NO.: RIC2002185

[Assigned for all purposes to the Hon.
Angel M. Bermudez - Dept. S302]

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**JOINT STIPULATION FOR CLASS
ACTION SETTLEMENT**

1 TO THE COURT:

2 This Joint Stipulation for Class Action Settlement ("Settlement Agreement") is made
3 and entered into by and between Joshua Bolden ("Plaintiff"), individually and on behalf of all
4 others similarly situated, and Club Car, LLC ("Defendant") (collectively, the "Parties"), and is
5 subject to the terms and conditions below, and to the Court's approval. The Parties expressly
6 acknowledge that this Settlement Agreement is entered into solely for the purpose of
7 compromising significantly disputed claims and that nothing in this Settlement Agreement is an
8 admission of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement
9 is not approved, it will be of no force or effect, and the Parties will be returned to their
10 respective positions immediately prior to and as if they had never executed this Settlement
11 Agreement as more fully set forth below.

12 DEFINITIONS

13 The following definitions are applicable to this Settlement Agreement. Definitions
14 contained elsewhere in this Settlement Agreement will also be effective:

15 1. "Action" means *Joshua Bolden v. Club Car, LLC, et al.*, Riverside County
16 Superior Court Case No. RIC2002185.

17 2. "Claims Administrator" means CPT Group, Inc. or any other third-party class
18 action settlement claims administrator agreed to by the Parties and approved by the Court for
19 the purposes of administering this Settlement. The Parties each represent that they do not have
20 any financial interest in the Claims Administrator or otherwise have a relationship with the
21 Claims Administrator that could create a conflict of interest.

22 3. "Claims Administration Expenses" means the costs payable to the Claims
23 Administrator for administering this Settlement, including, but not limited to, printing,
24 translating into Spanish the Notice Packet, conducting a National Change of Address
25 ("NCOA") search, distributing (including with appropriate postage), and tracking documents
26 for this Settlement in English and Spanish, any searches to locate any Class Members, tax
27 reporting, distributing the Individual Settlement Payments, Class Representative Enhancement
28 Payment, Class Counsel Fees and Costs, and providing necessary certification of completion of

1 notice, reports and declarations, establishing and administering a qualified settlement fund
2 account and other responsibilities set forth in this Settlement Agreement and as requested by the
3 Parties. The Claims Administration Expenses are currently estimated to be not more than
4 Seven Thousand Seven Hundred Fifty Dollars (\$7,750).

5 4. "Class Counsel" means Michael Nourmand and James A. DeSario of The
6 Nourmand Law Firm, APC.

7 5. "Class Counsel Fees and Costs" means attorneys' fees, costs, and expenses
8 approved by the Court for Class Counsel's litigation and resolution of the Action, and all costs
9 incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs
10 associated with documenting the Settlement, providing any notices required as part of the
11 Settlement or Court order, securing the Court's approval of the Settlement, administering the
12 Settlement, and obtaining entry of the Judgment terminating the Action. Class Counsel will
13 request attorneys' fees of not to exceed one-third of the Gross Settlement Amount or Eighty-
14 Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$83,333.33) and
15 litigation costs and expenses not to exceed Twenty Thousand Dollars (\$20,000). Defendant has
16 agreed not to oppose Class Counsel's request for Class Counsel Fees and Costs for the amounts
17 set forth in this paragraph.

18 6. "Class List" means a complete list of all Class Members that Defendant will
19 diligently and in good faith compile from their records and provide on a confidential basis to
20 the Claims Administrator within fourteen (14) calendar days after the Court's entry of an order
21 granting preliminary approval of this Settlement. The Class List will be formatted in Microsoft
22 Office Excel and Defendant will use its best efforts to include each Class Member's full name;
23 most recent mailing address available to Defendant; last known telephone number if readily
24 available; dates of employment or number of workweeks worked during the Class Period; and
25 Social Security number.

26 7. "Class Member(s)" or "Settlement Class" means Plaintiff and all current and
27 former hourly non-exempt employees of Defendant within California at any time during the
28 Class Period.

1 8. “Class Period” means the period from June 26, 2016 to April 7, 2022.

2 9. “Class Representative Enhancement Payment” means the amount to be paid from
3 the Gross Settlement Amount to the named Plaintiff in exchange for executing a general release
4 and in recognition of his efforts in prosecuting the Action on behalf of Class Members.
5 Plaintiff will request and Defendant will not oppose Plaintiff’s application to the court for a
6 payment of Seven Thousand Five Hundred Dollars (\$7,500) for his willingness to serve as
7 Class Representative.

8 10. “Court” means the Riverside County Superior Court, or any other court taking
9 jurisdiction of the Action.

10 11. “Effective Date” means the date when the Final Approval Order becomes final
11 and Defendant fully funds the Gross Settlement Amount and employer’s share of payroll taxes.
12 For purposes of this Paragraph, the Final Approval Order “becomes final” upon the last to occur
13 of the following: (a) if there are no objections to the Settlement, the date the Court enters an
14 order granting final approval of the Settlement; or (b) if there are objections to the Settlement,
15 and if an appeal, review, or writ is not sought from the Final Approval Order, the day after the
16 time period to appeal the Settlement has expired, i.e., 60 days from the date the Court enters an
17 order granting final approval of the Settlement.

18 12. “Gross Settlement Amount” means the maximum settlement amount of Two
19 Hundred Fifty Thousand Dollars (\$250,000) (“Gross Settlement Amount”), which has been
20 and/or will be paid by Defendant in full satisfaction of all claims arising from the Action. The
21 Gross Settlement Amount includes all Individual Settlement Payments to Participating Class
22 Members, the Class Representative Enhancement Payment, Claims Administration Expenses,
23 Class Counsel Fees and Cost, and PAGA penalties in the amount of Ten Thousand Dollars
24 (\$10,000) of which 75% or Seven Thousand Five Hundred Dollars (\$7,500) will be paid to the
25 Labor Workforce Development Agency (“LWDA”) and 25% or Two Thousand Five Hundred
26 Dollars (\$2,500) to PAGA Group Members. Defendant will pay the employer’s share of payroll
27 taxes, as applicable, in addition to the Gross Settlement Amount.

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1 13. “Individual Settlement Payment” means each Participating Class Member’s and
2 PAGA Group Member’s share of the Net Settlement Amount, to be distributed to Plaintiff,
3 PAGA Group Members and Class Members who do not request exclusion from the settlement.

4 14. “Net Settlement Amount” means the maximum amount available for distribution
5 to the Class Members, after deduction of Class Counsel Fees and Costs, Class Representative
6 Enhancement Payment, Claims Administration Expenses, and \$7,500 as PAGA penalties from
7 the Gross Settlement Amount.

8 15. “Notice of Objection” means a Class Member’s valid and timely written
9 objection to the Settlement Agreement by completing all the sections provided in the Objection
10 Form, a copy of which is attached hereto as Exhibit C. The Objection Form must be faxed or
11 postmarked to the Claim Administrator on or before the Response Deadline. The Parties will
12 be permitted to respond in writing to such objections at least seven calendar days prior to the
13 Final Approval hearing or within the time period set by the Court.

14 16. “Notice” means the Notice of Class Action Settlement, substantially in the form
15 attached as Exhibit A.

16 17. “Notice Packet” means the Notice of Class Action Settlement, Request for
17 Exclusion From Class (“Opt-Out) Form, and Objection Form which are attached hereto as
18 Exhibits A, B, and C.

19 18. “PAGA” means the California Private Attorneys General Act of 2004, which is
20 codified in California Labor Code §2698, et seq.

21 19. “PAGA Group Member(s)” means Plaintiff and all current and former hourly
22 non-exempt employees of Defendant within California at any time during the PAGA Period.

23 20. “PAGA Period” means the period from June 26, 2019 through April 7, 2022.

24 21. “PAGA Settlement Amount” means the portion of the Gross Settlement Amount
25 allocated to the resolution of PAGA Group Members’ claims arising under PAGA. The Parties
26 have agreed that the PAGA Settlement Amount is Ten Thousand Dollars (\$10,000), subject to
27 Court approval. Of the PAGA Settlement Amount, 75% or Seven Thousand Five Hundred
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1 Dollars (\$7,500) will be paid to the LWDA ("LWDA Payment"), and the remaining 25% of
2 Two Thousand Five Hundred Dollars (\$2,500) will be distributed to PAGA Group Members.

3 22. "Participating Class Members" means all Class Members who do not submit
4 valid Requests for Exclusion.

5 23. "Preliminary Approval" means the Court order granting preliminary approval of
6 the Settlement Agreement.

7 24. "Released PAGA Claims" means Plaintiff and PAGA Group Members shall
8 release all claims for civil penalties under PAGA based on the labor code violations alleged in
9 the Notice sent by Plaintiff to the LWDA, as well as all facts, theories, or claims for civil
10 penalties that would be considered administratively exhausted under applicable law by the
11 PAGA Notice Plaintiff sent to the LWDA, including attorneys' fees and costs related thereto,
12 regardless of whether PAGA Group Members opt out from the Settlement Agreement.

13 25. "Released Claims" means all claims, penalties, interest, demands, rights, and/or
14 causes of action, arising from or related to the claims pled in Plaintiff's operative complaint
15 ("Complaint") or that could have been pled in the Complaint based on the factual allegations
16 pled in the Complaint, including but not limited to all claims for allegedly unpaid minimum and
17 overtime wages, failure to provide compliant meal breaks, failure to provide compliant rest
18 breaks, inaccurate wage statements, and failure to pay all wages owed upon termination under
19 the California Labor Code, or applicable wage order(s), unfair competition claims under
20 California Business & Professions Code §17200, et seq. based on the labor code violations
21 alleged, and any penalties, restitution, disgorgement, interest or attorneys' fees that occurred
22 during the Class Period. This release will cover all Class Members who do not opt out.

23 26. "Released Parties" means Defendant and Defendant's former and present
24 parents, subsidiaries and affiliated companies and entities, franchisors and franchisees, and its
25 current, former, and future owners, officers, shareholders, directors, members, managers,
26 operators, employees, consultants, vendors, partners, affiliates, subsidiaries, shareholders,
27 attorneys, insurers, payroll providers, joint venturers and agents, and any successors, assigns, or
28 legal representatives.

27. “Request for Exclusion” means a Class Member’s submission of a valid, timely and complete Request for Exclusion Form, a copy of which is attached hereto as Exhibit B. The Request for Exclusion must be faxed or postmarked to the Claims Administrator on or before the Response Deadline.

28. "Response Deadline" means the deadline by which Class Members must fax or postmark to the Claims Administrator a valid Request for Exclusion, submit Objections to the Settlement or dispute workweeks. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Notice Packet by the Claims Administrator. The Response Deadline for Request for Exclusion, Objection or dispute workweeks will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice Packet by the Claims Administrator in accordance with the notice procedure described herein. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant's counsel.

TERMS OF AGREEMENT

Plaintiff, on behalf of herself and the Settlement Class, and Defendant agree as follows:

29. **Impact of Any Court Determination Not to Enter Final Approval Order.** In the event that the Court does not enter a Final Approval Order and this Settlement Agreement does not become effective, the following will occur:

- a. on the date final approval is denied, the status of the Action will be deemed to return to its status at the time immediately prior to and as if the Parties had never executed this Settlement Agreement;
- b. no portion of the Gross Settlement Fund shall be paid; and
- c. The Parties will jointly and equally pay the Claims Administrator for any costs incurred by the Claims Administrator.

30. **Settlement Funding.** Within fourteen (14) calendar days of the Effective Date, Defendant will deposit the Gross Settlement Amount and employer's share of payroll taxes with the Claims Administrator who will deposit the funds into an interest-bearing trust account referred to as the Qualified Settlement Fund account from which the Claims Administrator will

1 have authority to distribute money in accordance with the terms of this Settlement Agreement.
2 The employer's share of the payroll taxes, which shall be paid in addition to the Gross
3 Settlement Amount, with the assistance of the Claims Administrator to calculate the appropriate
4 amount of the employer's share of the payroll taxes to funded by Defendant.

5 31. Class Counsel Fees and Costs. Defendant agrees not to oppose or impede any
6 application or motion by Class Counsel for Class Counsel Fees in the amount of up to Eighty-
7 Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$83,333.33),
8 plus the reimbursement of the actual costs and expenses associated with Class Counsel's
9 litigation and settlement of the Action, not to exceed Twenty Thousand Dollars (\$20,000). In
10 consideration of their awarded attorneys' fees and costs and expenses, Plaintiff and Class
11 Counsel waive any and all claims to any further attorneys' fees and expenses in connection with
12 the Action.

13 32. Class Representative Enhancement Payment. In exchange for named Plaintiff's
14 executing a general release, and in recognition of her efforts in prosecuting the Action on behalf
15 of Class Members, Defendant agrees not to oppose or impede any application or motion for a
16 Class Representative Enhancement Payment of up to Seven Thousand Five Hundred Dollars
17 (\$7,500). The Class Representative Enhancement Payment, which will be paid from the Gross
18 Settlement Amount, will be in addition to Plaintiff's Individual Settlement Payment paid
19 pursuant to the Settlement. Plaintiff will be solely and legally responsible to pay any and all
20 applicable taxes, penalties and interest on the payment made pursuant to this paragraph and will
21 hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a
22 result of the payment.

23 33. Claims Administration Expenses. The Claims Administrator will be paid for the
24 reasonable fees and costs of administration of the Settlement, which are estimated no to exceed
25 Seven Thousand Seven Hundred Fifty Dollars (\$7,750). These will include, *inter alia*, fees and
26 costs payable to the Claims Administrator for printing, translating into Spanish the Notice
27 Packet, distributing (including with appropriate postage), and tracking documents for this
28 Settlement in English and Spanish, any searches to locate any Class Members, calculating

1 estimated amounts per Class Member, tax reporting, distributing the Individual Settlement
2 Payments, Class Representative Enhancement Payment, Class Counsel Fees and Costs,
3 payment to LWDA for PAGA penalties, and providing necessary certification of completion of
4 notice, reports and declarations, establishing and administering a Qualified Settlement Fund
5 account, required tax reporting on the Individual Settlement Payments, the issuing of 1099 and
6 W-2 IRS forms, calculating the employer's share of payroll taxes on the wage portion of the
7 Individual Settlement Payments and coordinating related reporting, and other responsibilities as
8 requested by the Parties. The Claims Administration Expenses will be paid from the Gross
9 Settlement Amount.

10 34. Net Settlement Amount. The Net Settlement Amount will be used to satisfy
11 Individual Settlement Payments to Participating Class Members from the Settlement Class and
12 PAGA Group Members in accordance with the terms of this Agreement.

13 35. Individual Settlement Payment Calculations. Defendant will provide the Claims
14 Administrator with the dates of employment and/or total number of workweeks for each Class
15 Member during the Class Period and dates of employment and/or total number of workweeks
16 for each PAGA Group Member during the PAGA Period. The Claims Administrator will
17 divide the Net Settlement Amount, less \$2,500 (or the Court approved amount from the PAGA
18 Settlement Amount allocated for PAGA penalties to PAGA Group Members), by the total
19 number of workweeks ("Work Week Rate Amount") and then multiply this amount by each
20 Class Member's total number of workweeks to yield that employee's Net Settlement Payment.
21 In the event a Class Member submits a timely Request for Exclusion from the settlement,
22 his/her share of the settlement will be added to the Net Settlement Amount.

23 NET
24 SETTLEMENT
25 AMOUNT X

Participating
Class Member's
Workweeks

26 Total number of
27 Workweeks for
all Class
28 Members

1 In additional, each Class Member who is a PAGA Group Member will be paid a pro-rata
2 share of the \$2,500 allocated for PAGA penalties to PAGA Group Members, as calculated by
3 the Claims Administrator, with a formula similar to payments to Participating Class Members.

$$\begin{array}{ccc} & \$2,500 \text{ for PAGA} & \\ & \text{Penalties to PAGA} & \\ & \text{Group Members} & \times \text{ Individual PAGA} \\ & & \text{Group Member's} \\ \hline & \text{Total number of} & \text{Workweeks during} \\ & \text{Workweeks for all} & \text{PAGA Period} \\ & \text{PAGA Group Members} & \\ & \text{during PAGA Period} & \end{array}$$

10 The Individual Settlement Payment for any Participating Class Member who is also a
11 PAGA Group Member shall include the Participating Class Member's share of the PAGA
12 Settlement Amount allocated for PAGA penalties to PAGA Group Members.

13 Class Members who are PAGA Group Members will not be permitted to exclude
14 themselves from the PAGA claim portion of the Settlement. PAGA penalty settlement
15 payments in the appropriate amounts will be distributed by the Claims Administrator by mail to
16 the PAGA Group Members including to those Class Members who are PAGA Group Members
17 who submitted a Request for Exclusion.

18 36. No Credit Toward Benefit Plans. All Settlement Awards to Class Members shall
19 be deemed to be income to such Class Members solely in the year in which such awards
20 actually are received by the Class Members. It is expressly understood and agreed that the
21 receipt of such Settlement Awards will not entitle any Class Member to additional
22 compensation or benefits under any company bonus, paid time off (including vacation and sick
23 leave), or other compensation or benefit plan or agreement in place during the period covered
24 by the Settlement, nor will it entitle any Class Member to any increased retirement, 401(k)
25 benefits or matching benefits, or deferred compensation benefits. It is the intent of this
26 Settlement that the Settlement Awards provided for in this Agreement are the sole payments to
27 be made by Defendant to the Class Members in connection with this Settlement, and that the
28 Class Members are not entitled to any new or additional compensation or benefits as a result of

1 having received the Settlement Awards (notwithstanding any contrary language or agreement in
2 any benefit or compensation plan document that might have been in effect during the period
3 covered by this Settlement).

4 37. Claims Administration Process. The Parties agree to cooperate in the
5 administration of the settlement and to make all reasonable efforts to control and minimize the
6 costs and expenses incurred in administration of the Settlement.

7 38. Delivery of the Class List. Within fourteen (14) calendar days of Preliminary
8 Approval, Defendant will provide the Class List to the Claims Administrator.

9 39. Notice by First-Class U.S. Mail. Within five (5) calendar days after receiving
10 the Class List from Defendant, the Claims Administrator will mail the Notice Packet to all
11 Class Members via regular First-Class U.S. Mail.

12 40. Confirmation of Contact Information in the Class Lists. Prior to mailing the
13 Notice Packet, the Claims Administrator will perform a search based on the National Change of
14 Address Database for information to update and correct for any known or identifiable address
15 changes. Any Notice Packet returned to the Claims Administrator as non-deliverable on or
16 before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the
17 forwarding address, and the Claims Administrator will indicate the date of such re-mailing on
18 the Notice Packet. If no forwarding address is provided, the Claims Administrator will
19 promptly attempt to determine the correct address using a skip-trace, or other search using the
20 name, address and/or Social Security number of the Class Member involved, and will then
21 perform a single re-mailing. Those Class Members who receive a re-mailed Notice Packet will
22 have between the latter of (i) an additional fifteen calendar (15) days or (ii) the Response
23 Deadline to fax or postmark a Request for Exclusion, submit an Objection to the Settlement or
24 dispute workweeks.

25 41. Notice. All Class Members will be mailed the Notice. The Notice will provide:
26 (1) information regarding the nature of the Action, (2) a summary of the Settlement's principal
27 terms, (3) the Settlement Class definition, (4) each Class Member's number of workweeks
28 worked during the Class Period, (5) each Class Member's estimated Individual Settlement

1 Payment; (6) the dates which comprise the Class Period, (7) instructions on how to submit valid
2 Requests for Exclusion, Objections or dispute workweeks, (8) the deadlines by which the Class
3 Member must fax or postmark Request for Exclusions, submit Objections to the Settlement or
4 dispute workweeks, and (9) the claims to be released, as set forth in this Settlement Agreement.

5 42. Request for Exclusion Procedures. Any Class Member wishing to opt out from
6 the Settlement Agreement must sign and fax or postmark a written Request for Exclusion Form
7 to the Claims Administrator within the Response Deadline. The date of the fax or postmark on
8 the return mailing envelope will be the exclusive means to determine whether a Request for
9 Exclusion has been timely submitted. The Parties to this Agreement and their counsel agree that
10 they will not solicit or encourage Class Members to opt-out or object to this Settlement
11 Agreement. If the Court approves the compromise of the PAGA claim, all PAGA Group
12 Members are bound by the Court's resolution of that claim. Class Members who are also
13 PAGA Group Members submitting a request for exclusion will nevertheless receive their pro-
14 rata share of the 25% of the PAGA Settlement Amount allocated for PAGA penalties to PAGA
15 Group Members.

16 43. Defective Submissions. If a Class Member's Request for Exclusion is defective
17 as to the requirements listed in this Settlement Agreement, that Class Member will be given an
18 opportunity to cure the defect(s). The Claims Administrator will mail the Class Member a cure
19 letter within three (3) calendar days of receiving the defective submission to advise the Class
20 Member that his or her submission is defective and that the defect must be cured to render the
21 Request for Exclusion valid. The Class Member will have until the later of (i) Response
22 Deadline or (ii) fifteen (15) calendar days from the date of the cure letter to fax or postmark a
23 revised Request for Exclusion.

24 44. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
25 Member who does not affirmatively opt out of the Settlement Agreement by submitting a
26 timely and valid Request for Exclusion will be bound by all of its terms, including those
27 pertaining to the Released Claims (other than as it applies to the PAGA claims with respect to
28 the PAGA Group Members), as well as any Judgment that may be entered by the Court if it

1 grants final approval to the Settlement and Defendant fully funds the Settlement Amount plus
2 the employer's share of payroll taxes. If the Court approves the compromise of the PAGA
3 claim, Class Members who are also PAGA Group Members submitting a request for exclusion
4 will nevertheless be bound by the Court's resolution of that claim and receive their pro-rata
5 share of the 25% of the PAGA Payment allocated to the PAGA Group Members.

6 45. Objection Procedures. To object to the Settlement Agreement, a Class Member
7 may not submit a Request for Exclusion and must mail a valid and completed Objection Form
8 to the Claims Administrator by the Response Deadline. The Claims Administrator will notify
9 counsel for the Parties forthwith via email. Class Counsel will lodge the Objection Form with
10 the Court. The Objection Form must be signed by the Class Member and contain all
11 information required by the Objection Form. The postmark date of the mailing will be deemed
12 the exclusive means for determining that the Notice of Objection is timely. Class Members
13 who wish to object will have a right to appear at the Final Approval Hearing, with or without
14 counsel at his/her own expense, in order to have their objections heard by the Court. At no time
15 will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to
16 submit written objections to the Settlement Agreement or appeal from the Final Approval Order
17 and Judgment.

18 46. Certification Reports Regarding Individual Settlement Payment Calculations.
19 The Claims Administrator will provide Defendant's counsel and Class Counsel a weekly report
20 which certifies: (i) the number of Class Members who have submitted valid Request for
21 Exclusion and Objections; and (ii) the number of any deficient Request for Exclusion or
22 Objection. Additionally, the Claims Administrator will provide to counsel for both Parties any
23 updated reports regarding the administration of the Settlement Agreement as needed or
24 requested.

25 47. Timing of Distribution of Individual Settlement Payments. Within three (3)
26 calendar days of Defendant depositing the second installment payment as set forth above, the
27 Claims Administrator will issue payments to (1) Participating Class Members and PAGA
28 Group Members; (2) Plaintiff; (3) Class Counsel; and payment to LWDA. The Claims

1 Administrator will also issue a payment to itself for Court-approved services performed in
2 connection with the settlement.

3 48. Uncashed or Undeliverable Settlement Checks. Individual settlement checks
4 paid to participating Class Members will be valid for 180 days. Participating Class Members
5 will have one hundred eighty (180) calendar days from the date of issuance of the check to cash
6 their check. For any check not cashed after 180 calendar days, the Claims Administrator will
7 send the amount represented by the check to the California State Controller Unclaimed
8 Property, with the identity of the Participating Class Member to whom the funds belong, to be
9 held for the participating Class Member per California Unclaimed Property Law, in the interest
10 of justice. The money paid to the California State Controller Unclaimed Property will remain
11 the Participating Class Member's property. This will allow Participating Class Members who
12 did not cash their checks to collect their Individual Settlement Amounts at any time in the
13 future. Therefore, there will be no unpaid residue or unclaimed or abandoned class member
14 funds, and the California Code of Civil Procedure section 384 shall not apply. The funds will
15 be held by the State until claimed by the employee and the uncashed check never ceases to be
16 the employee's property.

17 49. Increase in Workweeks. Based on available data at the time of the mediation,
18 Defendant reasonably estimated the number of workweeks to be 5,571. If the number of
19 workweeks exceeds 5,571 as of the end of the Class Period, Plaintiff at his sole discretion may
20 void the settlement or reengage the mediator, Jeffrey Ross, Esq. to assist the Parties in resolving
21 the increase in total workweeks.

22 50. Certification of Completion. Upon completion of administration of the
23 Settlement, the Claims Administrator will provide a written declaration under oath to certify
24 such completion to the Court and counsel for all Parties.

25 51. Treatment of Individual Settlement Payments. All Individual Settlement
26 Payments will be allocated as follows: 100% of each PAGA Groups Members pro-rate share of
27 the \$2,500 allocated for PAGA penalties shall be allocated as penalties; 33% of each Individual
28 Settlement Payment will be allocated for the settlement of wage claims; and the remaining 67%

1 will be allocated to the settlement of claims for interest and statutory penalties. The portion
2 allocated to wages in each Individual Settlement Payment will be reported on an IRS Form W-2
3 and the portion allocated to interest and penalties will be reported on an IRS Form-1099 by the
4 Claims Administrator.

5 52. Administration of Taxes by the Claims Administrator. The Claims
6 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, PAGA
7 Group Members, Class Counsel, and Defendant any W-2, 1099, or other tax forms as may be
8 required by law for all amounts paid pursuant to this Settlement Agreement. The Claims
9 Administrator will also be responsible for forwarding all payroll taxes and other legally
10 required withholdings, and related reporting, to the appropriate government authorities.

11 53. Defendant's Responsibility for Employer Taxes: For any portion of the Class
12 Members' Individual Settlement Payments that are designated as "wages" for purposes of tax
13 reporting, the employer's taxes, employer contributions of all federal, state, and local taxes
14 (including, but not limited to, FICA, FUTA, and SDI), will be paid in addition to the Gross
15 Settlement Amount, via and with the Claims Administrator's assistance.

16 54. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
17 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
18 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
19 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
20 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN
21 OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR
22 WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR
23 DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX
24 ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
25 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY
26 (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT
27 LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN
28 CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS

1 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR

2 ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED

3 TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR

4 ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE

5 IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER

6 TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE

7 CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES

8 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON

9 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR

10 TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION

11 CONTEMPLATED BY THIS AGREEMENT.

12 55. No Prior Assignments. The Parties and their counsel represent, covenant, and

13 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported

14 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,

15 demand, action, cause of action or right released and discharged in this Settlement Agreement.

16 56. Release by Plaintiff. Upon the date the Court enters an order granting final

17 approval of the settlement and Defendant fully funds the Gross Settlement Amount and the

18 employer's share of payroll taxes, in addition to the claims being released by all Class

19 Members, Plaintiff will provide the following additional general release ("General Release"):

20 Plaintiff, on his own behalf and on behalf of his heirs, spouses, executors, administrators,

21 attorneys, agents and assigns, fully and finally releases the Released Parties from all claims,

22 demands, rights, liabilities and causes of action of every nature and description whatsoever,

23 known or unknown, asserted or that might have been asserted, whether in tort, contract, or for

24 violation of any state or federal statute, rule or regulation arising out of, relating to, or in

25 connection with any act or omission by or on the part of any of the Released Parties committed

26 or omitted prior to the execution of this Agreement. This General Release includes any

27 unknown claims Plaintiff does not know or suspect to exist in his favor at the time of this

28 General Release, which, if known by them, might have affected her settlement with, and release

1 of, the Released Parties or might have affected his decision not to object to this Settlement or
2 this Release. To the extent the foregoing releases are releases to which Section 1542 of the
3 California Civil Code or similar provisions of other applicable law may apply, Plaintiff
4 expressly waives any and all rights and benefits conferred upon them by the provisions of
5 Section 1542 of the California Civil Code or similar provisions of applicable law which are as
6 follows:

7 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
8 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
9 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF
10 KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS
11 OR HER SETTLEMENT WITH THE DEBTOR.

12 The significance of this release and waiver of Civil Code Section 1542 has been explained to
13 Plaintiff by his counsel. Release by Plaintiff expressly excludes any claims for workers
14 compensation against Defendant.

15 57. Neutral Reference. Defendant agrees that it will only provide a neutral reference
16 for Plaintiff should any prospective employers or anyone contact them regarding Plaintiff's
17 employment. Defendant shall only provide the dates of employment and Plaintiff's last job title
18 held with Defendant.

19 58. Nullification of Settlement Agreement. In the event that: (i) the Court does not
20 finally approve the Settlement as provided in this Settlement Agreement; or (ii) the Settlement
21 does not become final for any other reason, then this Settlement Agreement and any documents
22 generated to bring it into effect will be null and void. Any order or judgment entered by the
23 Court in furtherance of this Settlement Agreement will likewise be treated as void from the
24 beginning. In such case, the Settlement shall not be used or be admissible in any subsequent
25 proceedings, either in this Action, this Court, or any other Court or forum.

26 59. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to
27 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
28 Approval Order for: (i) conditional certification of the Settlement Class for settlement purposes

1 only, (ii) preliminary approval of the proposed Settlement Agreement, and (iii) setting a date
2 for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will
3 provide for the Notice Packet to be sent to all Class Members as specified in this Settlement
4 Agreement. In conjunction with the Preliminary Approval motion, Plaintiff will submit this
5 Settlement Agreement, which sets forth the terms of this Settlement and will include the
6 proposed Notice.

7 60. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of
8 the deadlines to fax or postmark Request for Exclusion, submit Objections or dispute the
9 number of workweeks, and with the Court's permission, a Final Approval/Settlement Fairness
10 Hearing will be conducted to determine the Final Approval of the Settlement Agreement along
11 with the amounts properly payable for (i) Individual Settlement Payments; (ii) the Class
12 Counsel Fees and Costs; (iii) the Class Representative Enhancement Payment; (iv) payment to
13 LWDA for PAGA penalties; and (v) all Claims Administration Expenses. Class Counsel will
14 be responsible for drafting all documents necessary to obtain final approval. Class Counsel will
15 also be responsible for drafting the attorneys' fees and costs application to be heard at the Final
16 Approval/Settlement Fairness Hearing.

17 61. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by
18 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present a
19 proposed Judgment to the Court for its approval. Pursuant to California Rules of Court, Rule
20 3.771(b), the Claims Administrator shall post on its website a copy of the Judgment for a period
21 of thirty days from the date the Court signs the Judgment. After entry of the Judgment, the
22 Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation
23 and enforcement of the terms of the Settlement Agreement, (ii) settlement administration
24 matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set
25 forth in this Settlement Agreement.

26 ///

27 ///

28 ///

1 62. Exhibits Incorporated by Reference. The terms of this Settlement Agreement
2 include the terms set forth in any attached Exhibits, which are incorporated by this reference as
3 though fully set forth in this Settlement Agreement. Any Exhibits to this Agreement are an
4 integral part of the Settlement.

5 63. Entire Agreement. This Settlement Agreement and any attached Exhibits
6 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous
7 written or oral agreements may be deemed binding on the Parties. The Parties expressly
8 recognize California Civil Code Section 1625 and California Code of Civil Procedure Section
9 1856(a), which provide that a written agreement is to be construed according to its terms and
10 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such
11 extrinsic oral or written representations or terms will modify, vary or contradict the terms of
12 this Agreement.

13 64. Amendment or Modification. This Settlement Agreement may be amended or
14 modified only by a written instrument signed by counsel for all Parties or their successors-in-
15 interest.

16 65. Authorization to Enter Into Settlement Agreement. Counsel for all Parties
17 warrant and represent they are expressly authorized by the Parties whom they represent to
18 negotiate this Settlement Agreement and to take all appropriate action required or permitted to
19 be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to
20 execute any other documents required to effectuate the terms of this Settlement Agreement.
21 The Parties and their counsel will cooperate with each other and use their best efforts to effect
22 the implementation of the Settlement. If the Parties are unable to reach agreement on the form
23 or content of any document needed to implement the Settlement Agreement, or on any
24 supplemental provisions that may become necessary to effectuate the terms of this Settlement
25 Agreement, the Parties may seek the assistance of the Court to resolve such disagreement.

26 66. Binding on Successors and Assigns. This Settlement Agreement will be binding
27 upon, and inure to the benefit of, the successors or assigns of the Parties to this Settlement
28 Agreement, as previously defined.

1 67. Execution and Counterparts. This Settlement Agreement is subject only to the
2 execution of all Parties. However, the Settlement Agreement may be executed in one or more
3 counterparts. All executed counterparts and each of them, including facsimile, scanned copies
4 of the signature page, and electronic signature will be deemed to be one and the same
5 instrument provided that counsel for the Parties will exchange among themselves original
6 signed counterparts.

7 68. Acknowledgement that the Settlement is Fair and Reasonable. The Parties
8 believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action
9 and have arrived at this Settlement Agreement after arm's-length negotiations and in the
10 context of adversarial litigation, taking into account all relevant factors, present and potential.
11 The Parties further acknowledge that they are each represented by competent counsel and that
12 they have had an opportunity to consult with their counsel regarding the fairness and
13 reasonableness of this Settlement Agreement.

14 69. Invalidity of Any Provision. Before declaring any provision of this Settlement
15 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
16 extent possible consistent with applicable precedents so as to define all provisions of this
17 Settlement Agreement valid and enforceable.

18 70. Captions. The captions and section numbers in this Agreement are inserted for
19 the reader's convenience, and in no way define, limit, construe or describe the scope or intent of
20 the provisions of this Agreement.

21 71. Waiver. No waiver of any condition or covenant contained in this Agreement or
22 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
23 constitute a further waiver by such party of the same or any other condition, covenant, right or
24 remedy.

25 72. Enforcement Actions. In the event that one or more of the Parties institutes any
26 legal action or other proceeding against any other Party to enforce the provisions of this
27 Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement,
28 the successful Party will be entitled to recover from the unsuccessful Party reasonable

1 attorneys' fees and costs, including expert witness fees incurred in connection with any
2 enforcement actions.

3 73. Mutual Preparation. The Parties have had a full opportunity to negotiate the
4 terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement
5 will not be construed more strictly against one party than another merely by virtue of the fact
6 that it may have been prepared by counsel for one of the Parties, it being recognized that,
7 because of the arms-length negotiations between the Parties, all Parties have contributed to the
8 preparation of this Agreement.

9 74. Representation By Counsel. The Parties acknowledge that they have been
10 represented by counsel throughout all negotiations that preceded the execution of this
11 Settlement Agreement, and that this Settlement Agreement has been executed with the consent
12 and advice of counsel.

13 75. All Terms Subject to Final Court Approval. All amounts and procedures
14 described in this Settlement Agreement will be subject to final Court approval.

15 76. Cooperation and Execution of Necessary Documents. All Parties will cooperate
16 in good faith and execute all documents to the extent reasonably necessary to effectuate the
17 terms of this Settlement Agreement.

18 77. Binding Agreement. The Parties warrant that they understand and have full
19 authority to enter into this Agreement, and further intend that this Agreement will be fully
20 enforceable and binding on all Parties and agree that it will be admissible and subject to
21 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
22 provisions that otherwise might apply under federal or state law.

23 78. No Admission of Liability. Nothing contained in this Settlement Agreement shall
24 be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the
25 part of Defendant. Each of the Parties has entered into this Settlement Agreement with the
26 intention to avoid further disputes and litigation, and the attendant inconvenience and expense,
27 and to fully and forever buy their respective peace. This Settlement Agreement shall be
28 inadmissible in evidence in any action or proceeding, by any party, except an action or

1 proceeding by one of the Parties to approve, interpret, or enforce the Settlement Agreement's
2 terms.

3 79. Disputes. Any dispute between the Parties concerning the interpretation or
4 implementation of this Settlement Agreement will be resolved by the Court. Prior to any such
5 resort to the Court, counsel for the Parties will confer in good faith to resolve the dispute. If the
6 Parties are unable to resolve the dispute themselves, the dispute will be submitted to Jeffrey
7 Ross, Esq. for mediation before being submitted to the Court, unless the Parties agree
8 otherwise.

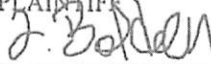
9 80. Applicable Law. All terms and conditions of this Stipulation and its exhibits will
10 be governed by and interpreted according to the laws of the State of California, without giving
11 effect to any conflict of law or choice of law principles.

12 SIGNATURES

13 READ CAREFULLY BEFORE SIGNING

14
15
16 Dated: 11/11/2022

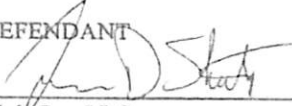
PLAINTIFF



Joshua Bolden

17
18
19 Dated: _____

DEFENDANT



Club Car, LLC

James Sheets

By:

Its: General Counsel

APPROVED AS TO FORM

Dated: 11/17, 2022

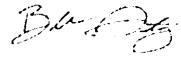
THE NOURMAND LAW FIRM, APC

By: 
Michael Nourmand
James A. De Sario

Attorneys for Plaintiff
JOSHUA BOLDEN, on behalf of himself and
all others similarly situated

Dated: 11/17, 2022

HUSCH BLACKWELL LLP

By: 
Josef S Glynias
Scott D. Meyers
Blake Armstrong
Michael Matta

Attorneys for Defendant
CLUB CAR, LLC

EXHIBIT “A”

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

Joshua Bolden v. Club Car, LLC, et al.
Case No. RIC2002185

NOTICE OF CLASS ACTION SETTLEMENT

A Court approved this Notice. This is not a solicitation from an attorney.

**To: ALL HOURLY NON-EXEMPT PERSONS EMPLOYED IN CALIFORNIA
BY CLUB CAR, LLC AT ANY TIME FROM JUNE 26, 2016 THROUGH
APRIL 7, 2022**

**PLEASE READ THIS NOTICE CAREFULLY
AS YOUR LEGAL RIGHTS MAY BE AFFECTED.**

**YOU MAY BE ENTITLED TO RECEIVE MONEY
FROM THIS SETTLEMENT.**

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS

WHY DID I GET THIS NOTICE?

You are receiving this Notice because you are or were employed by Club Car, LLC (“Defendant”) as an hourly non-exempt employee in California between June 26, 2016 to April 7, 2022 (“Settlement Class Member”) and may be entitled to recover money from a class action settlement (the “Settlement”).

This Notice informs you of your rights to share in the settlement of the class action lawsuit *Joshua Bolden v. Club Car, LLC, et al., Case No. RIC2002185* (the “Lawsuit”). This Notice is being sent to you by the order of the Superior Court of California, County of Riverside, which preliminarily approved this class action settlement on [TBD]. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing. This Notice informs you of your rights to share in the settlement or if you so choose, to exclude yourself from the settlement or to object to the settlement terms.

If you wish to participate in the settlement and receive a settlement payment, you need not take any action at this time. If the Court approves the settlement, you will be mailed a settlement check at the address on file with the Settlement Administrator.

WHAT IS THIS LAWSUIT AND SETTLEMENT ABOUT?

The Lawsuit was filed by plaintiff Joshua Bolden (“Plaintiff”) on behalf of hourly non-exempt employees of Defendant in California seeking money damages, attorneys’ fees and penalties for the following alleged claims: (a) failure to pay minimum and overtime wages; (b) failure to provide compliant meal periods; (c) failure to provide compliant rest breaks; (d) failure to provide accurate wage statements; (e) failure to pay all wages upon termination; (f) civil penalties pursuant to *Labor Code* Section 2699, *et seq.* premised on the above claims; and (g) unfair business practices premised on the above claims. Plaintiff sought all damages, penalties, interest and other amounts recoverable under the above causes of action under California law, including but not limited to under the California Labor Code.

Throughout the litigation, Defendant has denied—and continues to deny—the factual and legal allegations in this case. Defendant does not believe that it violated any law or regulation relating to how it paid employees, when it paid employees, how much it paid employees, or how wage statements displayed information. Defendant denies any wrongdoing and asserts that its conduct at all times complied with the law. Defendant further denies that it owes the monies claimed in the Lawsuit. However, Defendant has voluntarily agreed to the terms of a negotiated settlement in order to avoid the burden, expense, and risk of continued litigation.

This Settlement is a compromise reached after good faith, arms’ length negotiations between Plaintiff and Defendant. Plaintiff also believes that the Settlement is in the best interest of the Class.

WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who plaintiff contends have similar claims. Joshua Bolden is the Class Representative or Named Plaintiff in the Lawsuit, and he asserts claims on behalf of himself and on behalf of employees who plaintiff contends have similar claims and who are referred to as “putative Class Members.” If a class is certified, a class action allows the Court to resolve the claims of all the class members at the same time, rather than litigating or settling multiple individual lawsuits. A Class Member is bound by the determination or judgment entered in the case, whether the Class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action, unless he/she excludes him/herself from the Class.

WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All hourly non-exempt persons employed in California by Defendant at any time from June 26, 2016 through April 7, 2022 (the “Class Period”). The “Settlement Class Members” shall not include any person who submits a timely and valid request for exclusion as provided in this Notice.

If the Court approves the compromise of the claim for civil penalties pursuant to Labor Code Section 2699, *et seq.* (“PAGA claim”), all current and former hourly non-exempt employees of Defendant in California who worked during the “PAGA Period” of June 26, 2016 to April 7, 2022 (“PAGA Group Members”) are nevertheless bound by the Court’s resolution of the PAGA claim. Settlement Class Members who are also PAGA Group Members who submit a request for exclusion will nevertheless receive their pro-rata share of the \$2,500 allocated for PAGA penalties.

WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

Defendant has agreed to pay \$250,000 (“Gross Settlement Amount”) to cover (a) Individual Settlement Payments to Settlement Class Members; (b) the Class Representative Enhancement Payment of up to \$7,500 to the Named Plaintiff; (c) Private Attorney General Act (“PAGA”) penalties in the amount of \$10,000, of which 75% or \$7,500 will be paid to the Labor Workforce Development Agency (“LWDA”) and 25% or \$2,500 to Participating Settlement Class Members; (d) Settlement Administration Expenses not to exceed \$7,750; (e) attorney’s fees and costs awarded by the Court to Class Counsel (the “Class Counsel Award”) (not to exceed \$83,333.33 in fees and \$20,000 in costs). After deducting items b, c, d, and e from the Gross Settlement Fund, the remaining balance, called the “Net Settlement Amount” will be paid to Participating Settlement Class Members. The Net Settlement Amount will be available to pay all Settlement Class Members who do not exclude themselves from the Settlement. All payments remain subject to Court approval.

This class action settlement includes a release of Defendant and Defendant’s former and present parents, subsidiaries and affiliated companies and entities, franchisors and franchisees, and its current, former, and future owners, officers, shareholders, directors, members, managers, operators, employees, consultants, vendors, partners, affiliates, subsidiaries, shareholders, attorneys, insurers, payroll providers, joint venturers and agents, and any successors, assigns, or legal representatives (“Released Parties”) by Settlement Class Members who do not exclude themselves from the Settlement. Upon the date the Court enters an order granting final approval of the Settlement and Defendant fully funds the Settlement Amount and employers share of payroll taxes, all Class Members who do not timely submit a valid Request for Exclusion do and will be deemed to

have released all claims, penalties, interest, demands, rights, and/or causes of action, arising from or related to the claims pled in Plaintiff's operative complaint ("Complaint") or that could have been pled in the Complaint based on the factual allegations pled in the Complaint, including but not limited to all claims for allegedly unpaid minimum and overtime wages, failure to provide compliant meal breaks, failure to provide compliant rest breaks, inaccurate wage statements, and failure to pay all wages owed upon termination under the California Labor Code, or applicable wage order(s), unfair competition claims under California Business & Professions Code §17200, et seq. based on the labor code violations alleged, and any penalties, restitution, disgorgement, interest or attorneys' fees that occurred during the Class Period ("Released Claims").

Furthermore, upon the date the Court enters an order granting final approval of the Settlement and Defendant funding the Gross Settlement Amount and employer's share of payroll taxes, all PAGA Group Members (regardless of whether PAGA Group Member submits a valid and timely Request for Exclusion to exclude themselves from the Settlement) release the Released Parties from all claims for civil penalties under PAGA based on the labor code violations alleged in the Notice sent by Plaintiff to the LWDA, as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA Notice Plaintiff sent to the LWDA, including attorneys' fees and costs related thereto, regardless of whether PAGA Group Members opt out from the Settlement Agreement. ("Released PAGA Claims").

HOW MUCH WILL MY PAYMENT BE?

Your share of the settlement will depend on (i) the final number of Settlement Class Members who have not excluded themselves from the Settlement; and (ii) the number of workweeks you were employed during the settlement Class Period.

The Settlement Administrator will calculate the total workweeks for all settlement Class Members. The respective workweeks for each settlement Class Member will be divided by the total workweeks for all settlement Class Members, resulting in the Payment Ratio for each settlement Class Member. Each settlement Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount (not including the \$2,500 allocated for PAGA Group Members) to calculate each settlement Class Member's estimated Individual Settlement Payment.

The \$2,500 allocated for PAGA penalties to PAGA Group Members is divided by the total number of workweeks worked by all PAGA Group Members during the PAGA Period, and then this amount is multiplied by each PAGA Group Members' total number of workweeks to provide that employee's individual share of the \$2,500 allocated for PAGA penalties.

Defendant's records show that you were employed by Defendant from [start date] to [end date] between June 26, 2016 and April 7, 2022 and worked _[##]_ workweeks as an hourly non-exempt employee in California during that period. (You may have worked for Defendant prior to June 26, 2016 or after April 7, 2022, but that time is not included for purposes of this settlement.) If the settlement is approved, based on those records, your estimated payment is \$[XXX.XX], less applicable taxes and payroll deductions. This amount is only an estimate. The actual amount of the Individual Settlement Payment may

increase or decrease based on several factors, including the number of employees who exclude themselves from the settlement.

If you disagree with the employment dates listed above for employment during the period between June 26, 2016 and April 7, 2022 in California, please contact the Settlement Administrator no later than , 2022. You will be asked to provide documents to support your dispute. If you do not provide any documents or other evidence to support your challenge, the Settlement Administrator may reject your challenge.

Contact information for the Settlement Administrator is provided below.

*Bolden v. Club Car, LLC, et al.
c/o Settlement Administrator
Mailing Address
Telephone numbers*

All Individual Settlement Payments will be allocated as follows: 100% of each PAGA Groups Members pro-rata share of the \$2,500 allocated for PAGA penalties shall be allocated as penalties and shall not be subject to payroll withholding; 33% of each Individual Settlement Payment (not including amounts attributed to PAGA penalties) will be allocated for the settlement of alleged unpaid wages and subject to the withholding of federal, state and local income taxes, including FICA taxes, among other legally required withholdings and deductions; and 67% of each Individual Settlement Payment (not including amounts attributed to PAGA penalties) will be allocated for the settlement of interest and penalties and shall not be subject to payroll withholding.

The Settlement Administrator shall issue to each settlement Class Member an IRS Form W-2 for the portion of the individual settlement that is designated as unpaid wages. The Settlement Administrator may issue an IRS Form 1099 to each settlement Class Member and PAGA Group Member for the remaining portion of the Individual Settlement Payment that is not designated as unpaid wages and other amounts paid pursuant to this settlement. All settlement Class Members will be responsible for correctly characterizing this income for tax purposes and for paying any taxes on the amounts received.

WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

To receive a settlement payment, you do not need to do anything. The Settlement Administrator will mail you a check within about 90 days after the court enters a judgment based on this Settlement, but possibly later depending on whether there is any appeal of the judgment entered by the court, so be patient. If you do not exclude yourself from the Settlement, you will receive an Individual Settlement Payment and you will be bound by the terms of the Settlement Agreement.

Please note that if a settlement check remains uncashed after 180 days from issuance, the check will become void and a stop payment will be placed on the uncashed check and the amount will be held with the Controller of the State of California to be held under the Unclaimed Property Law. In such event, such Settlement Class Members shall nevertheless remain bound by the Settlement and all Court orders.

HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the settlement, you must complete, sign and return the attached Request for Exclusion from Class ("Opt-Out") Form to the Settlement Administrator at the following address or fax number by no later than _____, 2022:

Bolden v. Club Car, LLC, et al.
c/o Settlement Administrator
Mailing Address
Telephone numbers
Fax numbers

To be valid, the Request for Exclusion from Class ("Opt-Out") Form must be completed, signed, postmarked or fax stamped by _____, 2022 and returned to the Settlement Administrator at the specified address or fax telephone number above. Unless you timely request to be excluded from the settlement, you will be bound by the judgment upon final approval of the settlement, including the Released Claims described in this Notice.

If you are PAGA Group Member, however, you will not be permitted to exclude yourself from the settlement of the PAGA claim. If you are a PAGA Group Member, you will still receive a pro-rata share of the \$2,500 allocated to the PAGA Group Members and be bound by the release of the Released PAGA Claims.

WHAT IF I DO NOTHING?

If you do nothing, you will receive a settlement payment and you will be bound by the terms of the Settlement Agreement.

WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

If you are a settlement Class Member who has not asked to be excluded from the settlement, you may object to the settlement and appear at the hearing where the Court will make a final decision whether or not to approve the settlement (the "Final Approval Hearing"). The Final Approval Hearing is scheduled to take place on _____, 2022, at 8:30 a.m. in Department "S302" at the Riverside Superior Court – Riverside Historic Courthouse located at 4050 Main Street, Riverside, California 92501.

A Settlement Class Member who wishes to object must mail or fax to the Settlement Administrator (at the address above) a completed and signed Objection Form which accompanied this Class Notice and postmarked or faxed by no later than _____, 2022. You are not required to appear at the Final Approval/Settlement Fairness Hearing in order for the Court to consider your objection.

You have the right to retain your own attorney, at your own expense, to submit an objection or appear on your behalf at the Final Approval Hearing.

Submitting an objection will *not* exclude you from the Settlement Class. You will still have the right to receive an Individual Settlement Payment, unless you request to be excluded.

WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?

Objecting is simply telling the Court that you disagree with the terms of the settlement. You can object only if you stay in the Settlement Class. If you submit an objection, you will still receive an Individual Settlement Payment and be bound by the Settlement, if it is approved by the Court.

Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you and you will not receive any Settlement Payment.

WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The settlement, if finally approved by the Court, will bind all Settlement Class Members who do not request to be excluded from the settlement whether or not they timely cash their Individual Settlement Payments.

Final approval of the settlement will bar any Settlement Class Member who does not request to be excluded from the settlement from hereafter initiating a lawsuit or proceeding regarding the Released Claims originating between June 26, 2016 and April 7, 2022 which was alleged or that could have been alleged in the operative complaint based on the facts alleged in the operative complaint.

The Settlement Agreement contains additional details about the scope of the release.

WHO REPRESENTS THE CLASS IN THIS CASE?

The Court has ordered that, for purposes of this Settlement, the interests of Plaintiff and the Settlement Class Members are represented by:

Michael Nourmand, Esq.
James A. De Sario, Esq.
THE NOURMAND LAW FIRM, APC
8822 West Olympic Boulevard
Beverly Hills, California 90211
Telephone (310) 553-3600

Settlement Class Members will not be charged for these lawyers. Instead, they will be paid from the Gross Settlement Fund.

WHAT IF MY INFORMATION CHANGES?

If your address has changed or you plan to change your address in the next six months, please contact the Settlement Administrator

Bolden v. Club Car, LLC, et al.
c/o Settlement Administrator
Mailing Address
Telephone numbers

Fax number

IT IS YOUR RESPONSIBILITY TO KEEP AN UPDATED ADDRESS ON FILE WITH THE SETTLEMENT ADMINISTRATOR. YOUR FAILURE TO UPDATE YOUR ADDRESS COULD RESULT IN YOUR SETTLEMENT PAYMENT BEING TRANSMITTED TO THE CALIFORNIA CONTROLLER UNCLAIMED PROPERTY FUND.

FURTHER INFORMATION

The foregoing is only a summary of the settlement. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of Michael Nourmand in Support of Motion for Preliminary Approval of Class Action Settlement filed on [INSERT DATE], 2022 and available to be inspected at any time during regular business hours at the Clerk's Office at the Riverside Superior Court – Riverside Historic Courthouse located at 4050 Main Street, Riverside, California 92501. You may also review the pleadings, records and other papers on file in this lawsuit at the Clerk's Office or online [INSERT COURT WEB INFORMATION].

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at [_____]. Please refer to the *Bolden v. Club Car, LLC, et al.* Class Action Settlement.

If you have any questions about the settlement, you can contact Class counsel:

Michael Nourmand, Esq.
James A. De Sario, Esq.
THE NOURMAND LAW FIRM, APC
8822 West Olympic Boulevard
Beverly Hills, California 90211
Telephone (310) 553-3600

***PLEASE DO NOT TELEPHONE OR CONTACT THE COURT FOR INFORMATION
REGARDING THIS SETTLEMENT.***

***PLEASE DO NOT CONTACT DEFENDANT, ITS MANAGERS, OR ATTORNEYS FOR
INFORMATION ABOUT THIS SETTLEMENT.***

EXHIBIT “B”

REQUEST FOR EXCLUSION FROM CLASS ("OPT OUT") FORM

Joshua Bolden v. Club Car, LLC, et al.
Riverside County Superior Court Case No. RIC2002185

TO EXCLUDE YOURSELF FROM THE SETTLEMENT YOU MUST SIGN AND RETURN THIS FORM POSTMARKED OR FAXED ON OR BEFORE [INSERT DATE], TO: [INSERT SETTLEMENT ADMINISTRATOR INFORMATION]

DO NOT SUBMIT THIS FORM IF YOU WISH TO RECEIVE A PAYMENT UNDER THE SETTLEMENT.

By signing and returning this form, I confirm that I ***do not*** want to be included in the Settlement of the lawsuit entitled *Bolden v. Club Car, LLC, et al. Case No. RIC2002185*. I understand that by opting out of the Settlement, I am giving up my right to receive any payments under the Settlement.

First Name Middle Initial Last Name

Former Name (if any); First Middle Initial Last Name

Current Mailing Address City State Zip

xxx - xxx -
Last Four Digits of Your Social Security Number

Date: _____

Signature

Print

IF YOU WISH TO OPT OUT, MAIL THIS COMPLETED FORM TO:
[INSERT NAME OF ADMINISTRATOR]
BOLDEN V. CLUB CAR, LLC, ET AL.
[ADMINISTRATOR'S ADDRESS]
[ADMINISTRATOR'S ADDRESS]
TELEPHONE:
FAX:

EXHIBIT “C”

OBJECTION FORM

Joshua Bolden v. Club Car, LLC, et al.
Riverside County Superior Court Case No. RIC2002185

THIS FORM IS TO BE USED ONLY IF YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF YOU OBJECT TO THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND YOU MUST MAIL BY FIRST CLASS U.S. MAIL OR FAX TO THE SETTLEMENT ADMINISTRATOR SO THAT IT IS POSTMARKED ON OR BEFORE [RESPONSE DEADLINE].

[INSERT NAME OF ADMINISTRATOR]
BOLDEN V. CLUB CAR, LLC, ET AL.
[ADMINISTRATOR'S ADDRESS]
[ADMINISTRATOR'S ADDRESS]
TELEPHONE:
FAX:

DO NOT SUBMIT THIS FORM IF YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT.

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. Any objection must describe the nature of and basis for the objection, and any other information that you would like the Court to consider.

I OBJECT to the *Bolden v. Club Car, LLC, et al.* Settlement on the following grounds (if additional space is necessary, please include additional sheets of paper):

Executed on _____, 2022

(Signature)

(Print Name)

(Address)

(City, State and Zip Code)