

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Settlement”) is made and entered into between Plaintiff Manuel Trigueros Dubon (“Plaintiff”), acting in his capacity as private attorney general, and Defendant Brentwood Country Club Los Angeles (“Defendant”).

I. DEFINITIONS

The following terms, when used in this Settlement, shall have the following meanings:

1. “**Action**” means the matter entitled *Manuel Trigueros Dubon v. Brentwood Country Club Los Angeles*, Los Angeles Superior Court Case No. 20STCV00957, and as set forth in Plaintiff’s correspondence to the LWDA dated April 1, 2020.
2. “**Court**” means the Superior Court of California for the County of Los Angeles.
3. “**Defendant**” means Brentwood Country Club Los Angeles.
4. “**Effective Date**” means the date when the Settlement becomes final, which is sixty-five (65) days after the date when the Court enters an Order approving the Settlement and Judgment thereon, unless there is an appeal. If there is an appeal, the Effective Date will be the date on which (a) all such appeals have been dismissed; or (b) the appropriate Court of Appeals has entered a final judgment affirming the approval Order and Judgment, which (i) is no longer subject to any further appellate challenge, or (ii) has been affirmed by the California Supreme Court, whichever is earlier. If the Effective Date falls on a non-court day (i.e., a weekend or holiday), the Effective Date will be designated as the next court day.
5. “**FAC**” means the operative First Amended Complaint in the Action.
6. “**Gross Settlement Amount**” is the non-reversionary sum of One Hundred Eighty-Five Thousand Dollars and Zero Cents (\$185,000.00), which represents the total amount payable under this Settlement by Defendant, including, without limitation, Individual Settlement Payments to all PAGA Group Members, payment to the LWDA, payment of Plaintiff’s attorneys’ fees and costs, payment of Plaintiff’s incentive award, and payment to the Settlement Administrator for settlement administration costs.
7. “**Individual Settlement Payment**” means the amount to be paid to each PAGA Group Member based on the formula described herein.
8. “**LWDA**” means the California Labor and Workforce Development Agency.
9. “**Net Settlement Amount**” is the amount remaining to distribute to the LWDA and PAGA Group Members after the following amounts (subject to Court approval) are subtracted from the Gross Settlement Amount: (a) Plaintiff’s attorneys’ fees up to Thirty-Five percent (35%) of the Gross Settlement Amount, or Sixty-Four Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$64,750.00); (b) Plaintiff’s reasonable verified litigation costs up to Twelve Thousand Five Hundred

Dollars and Zero Cents (\$12,500.00); (c) representative incentive award of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff; and (d) reasonable third-party settlement administration costs up to Ten Thousand Dollars and Zero Cents (\$10,000.00).

10. **“PAGA”** means the California Labor Code Private Attorneys General Act, California Labor Code section 2698, *et seq.*
11. **“PAGA Group Members”** means all non-exempt California employees who worked for Defendant at any time from April 1, 2019 through January 1, 2022.
12. **“PAGA Released Claims”** mean all claims that were or could have been reasonably alleged under the PAGA based on the facts alleged in the FAC, including, but not limited to any PAGA claim for violation of California Labor Code sections 201-204, 210, 218.5, 218.6, 221-223, 226, 226(a), 226(e), 226.2, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2810.5, all applicable IWC Wage Orders and all claims that were or could have been reasonably alleged based on the facts alleged in the Complaint and any similar claims and any related state statutory and/or civil penalties, which were alleged or could have been reasonably alleged based on the facts of the FAC in the Action, for the Settlement Period, including but not limited to failure to pay minimum wage; failure to pay overtime; failure to pay for all time worked; unlawful rounding; failure to include all applicable forms of remuneration in the computation of the regular rate, including but not limited to, for purposes of calculating overtime, meal period premium, and rest break premium rates; failure to pay employees on a timely basis during and at the termination of employment; failure to provide compliant off-duty meal and/or rest breaks; failure to pay premiums at the appropriate rate for non-compliant meal and/or rest breaks; unlawful auto-deductions for meal breaks; failure to reimburse for all reasonable and necessary business expenses, including but not limited to for employees’ use of personal cell phone devices and service in connection thereof and for mileage/gasoline; and failure to provide employees with compliant wage statements.
13. **“Parties”** means Plaintiff and Defendant.
14. **“Plaintiff”** means Manuel Trigueros Dubon.
15. **“Plaintiff’s Counsel”** means Kane Moon, Esq. and Allen Feghali, Esq. of Moon & Yang, APC.
16. **“Released Parties”** means Defendant and all entities affiliated with it, including Defendant, and all officers, directors, representatives, owners, partners, subsidiaries, parent companies, joint venturers, clients, customers, members, joint employers, predecessors, managers, servants, successors-in-interest, assigns, current and former employees of the Defendant, agents, insurers, attorneys and all persons or entities acting in concert with or affiliated with any of them.
17. **“Settlement Administrator”** means ILYM Group, Inc.

18. “**Settlement Period**” means the time period from April 1, 2019 through January 1, 2022.

II. RECITALS

1. On January 9, 2020, Plaintiff filed a class action complaint in the Action against Defendant for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime compensation; (3) failure to provide meal periods; (4) failure to authorize and permit rest breaks; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; and (7) unfair business practices. Defendant denies these allegations and, in making this Settlement, Defendant does not admit the sufficiency of any claims, allegations, assertions, or contentions made against it in the Action.

2. On April 1, 2020, Plaintiff provided written notice of his intent to file a claim for civil penalties under PAGA to the LWDA and Defendant, alleging that Defendant violated California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, and 1198.

3. On August 7, 2020, Plaintiff filed the FAC adding his representative PAGA claim.

4. On August 24, 2020, the Court dismissed the FAC’s class claims without prejudice, leaving only the PAGA claim remaining in the FAC.

5. In response to Plaintiff’s Counsel’s informal discovery requests made pursuant to mediation, Defendant provided Plaintiff’s Counsel with information and documents pertaining to Plaintiff and other PAGA Group Members in order for Plaintiff’s Counsel to investigate Plaintiff’s allegations and value the FAC’s PAGA claim. This was in addition to the formal discovery which was previously conducted, including the exchange of formal written discovery requests, responses thereto, and document productions, as well as multiple meet and confer sessions regarding the same.

6. On November 2, 2021, the Parties participated in a full-day mediation with Hon. Carl West (Ret.). With the assistance of Judge West, the Parties agreed to resolve the PAGA Released Claims fully and finally as to Plaintiff and the PAGA Group Members.

7. Plaintiff’s Counsel shall further amend the Complaint if necessary and as the Court may require to effectuate the terms of this Settlement.

III. OPERATIVE TERMS OF SETTLEMENT

The Parties agree as follows:

1. **Non-Admission.** Nothing in this Settlement shall be construed to be an admission by Defendant of any liability or wrongdoing as to Plaintiff, PAGA Group Members, or any other person, and Defendant specifically disclaims any such liability or wrongdoing. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement and any related court documents or orders are not evidence of liability, and may not be cited or admitted as such.

2. **Gross Settlement Amount.** Defendant shall pay One Hundred Eighty Five Thousand Dollars and Zero Cents (\$185,000.00) as the non-reversionary Gross Settlement Amount. The Gross Settlement Amount shall be used to satisfy all of Defendant's liabilities arising from the Settlement, including (a) the payment of PAGA penalties, 75% of which shall be paid to the LWDA and 25% of which shall be distributed to the PAGA Group Members in the form of Individual Settlement Payments, (b) the Settlement Administrator's costs, (c) Plaintiff's attorneys' fees and costs, and (d) the incentive award for Plaintiff. Defendant will not pay more than the Gross Settlement Amount. Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator no later than fourteen (14) calendar days after the Effective Date.

3. **Basis.** The Settlement is based on, and Defendant represents that there are, an estimated 8,200 pay periods from April 1, 2019 through September 17, 2021. The Parties expect the number of pay periods to increase through the end of the Settlement Period (i.e., through January 1, 2022). Thus, the Parties agree that if the number of pay periods during the Settlement Period exceed 9,840 (i.e., 20% over the estimate), then they will shorten the Settlement Period to reflect the time period up to 9,840 pay periods.

4. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to be distributed to the LWDA and PAGA Group Members:

a. **Plaintiff's Attorneys' Fees and Costs.** Defendant will not oppose Plaintiff's request for attorneys' fees in the amount of up to Thirty-Five percent (35%) of the Gross Settlement Amount, or Sixty Four Thousand Seven Hundred Fifty Dollars and Zero Cents (\$64,750.00) and actual costs incurred in prosecuting this Action, up to Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00). In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount. The Settlement Administrator will report these payments on IRS Form 1099 issued to Plaintiff's Counsel.

b. **Plaintiff's Incentive Award.** Defendant will not oppose Plaintiff's request for an incentive award in the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for his service to the State of California and the PAGA Group Members, the risk he undertook by attaching his name to this Action, and the release of the underlying Labor Code claims and general releases being provided by Plaintiff. In the event the Court approves a payment of less than the requested amount, the difference will be added to the Net Settlement Amount. The Settlement Administrator will report this payment on IRS Form 1099 issued to Plaintiff.

c. **Administration Costs.** Defendant will not oppose the Settlement Administrator's costs in the amount up Ten Thousand Dollars and Zero Cents (\$10,000.00) for administering the Settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount. The Settlement Administrator will report this payment on IRS Form 1099 issued to the Settlement Administrator.

5. **Allocation of Net Settlement Amount.** The Net Settlement Amount shall be distributed 75% to the LWDA and 25% to the PAGA Group Members, pursuant to Labor Code

section 2699(i). The 25% portion to be paid to PAGA Group Members shall be paid to all PAGA Group Members.

Individual Settlement Payments to PAGA Group Members shall be calculated and distributed based on their proportionate number of pay periods worked during the Settlement Period, by multiplying the 25% portion of the Net Settlement Amount allocated to Individual Settlement Payments by a fraction, the numerator of which is each respective PAGA Group Member's pay periods worked during the Settlement Period, and the denominator of which is the total number of pay periods worked by all PAGA Group Members during the Settlement Period.

6. **PAGA Released Claims.** Plaintiff agrees that upon entry of an Order approving the Settlement and full funding of the Gross Settlement Amount (whichever is later), Plaintiff and the PAGA Group Members will release any and all PAGA Released Claims against the Released Parties that arose during the Settlement Period. Upon entry of the Order approving the Settlement and Judgment entered thereon, Plaintiff and the PAGA Group Members will be forever barred from pursuing any and all of the PAGA Released Claims that arose during the Settlement Period against the Released Parties. This release will become effective upon the Effective Date and full funding of the Gross Settlement Amount (whichever is later).

This Agreement shall also be effective to adjudicate and release the claims and/or rights of the LWDA to recover civil penalties against the Released Parties on behalf of the PAGA Group Members for any Labor Code or Wage Order violations that arose during the Settlement Period, premised upon the facts and allegations in the Complaint or First Amended Complaint as well as any and all claims for civil penalties that were asserted or could have been asserted based on the factual allegations contained in the Complaint, First Amended Complaint, or any amended complaints (i.e., the Judgment on this Settlement will have res judicata effect as to those claims of the LWDA, whether pursued directly by the LWDA or by a representative pursuant to PAGA).

7. **General Release by Plaintiff.** In light of the incentive award described above for Plaintiff, Plaintiff agrees to release, in addition to the PAGA Released Claims, all claims, whether known or unknown, under federal law or state law, to the fullest extent permitted by law, against the Released Parties. Plaintiff further understands that this release includes unknown claims and that he is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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

Notwithstanding the above nor anything else in this Agreement, this waiver and release by Plaintiff does not apply to: (i) those rights as a matter of law that cannot be waived, including, but not limited to, workers' compensation claims; (ii) rights or claims arising out of this Agreement after the date this Agreement is executed by Plaintiff; and (iii) rights or claims arising out of this Agreement. The Agreement in no way affects the entitlement and/or benefits to be received by Plaintiff in workers' compensation pursuant to the jurisdiction of workers' compensation.

8. **Covenants and Representations by Plaintiff.**

a. Plaintiff represents and warrants that he has not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement.

b. Plaintiff acknowledges that he has read this Agreement, that he fully understand his rights, privileges and duties under the Agreement, and that he enters into this Agreement freely and voluntarily. Plaintiff further acknowledges that he had the opportunity to consult with his attorneys to explain the terms of this Settlement and the consequences of signing this Settlement.

9. **Confidentiality.** Except as provided below, to the extent necessary to effectuate the Settlement or as required by court or legal process, Plaintiff and his counsel warrant that prior to the filing of the motion or stipulation for approval of this Settlement by the Court they will not disclose, disseminate and/or publicize, cause or permit to be disclosed, disseminated or publicized, any of the terms of this Settlement directly or indirectly, specifically or generally, to any person, corporation, association, governmental agency, or other entity except: (1) to their attorneys, accountants, or spouses, all of whom will also be instructed to keep this Settlement confidential; (2) to the extent necessary to report income to appropriate taxing authorities; (3) in response to an order of a court of competent jurisdiction or a subpoena issued under the authority thereof; or (4) in response to an inquiry or subpoena issued by a state or federal governmental agency. It is understood and agreed that notice of receipt by Plaintiff of any such judicial or agency order, inquiry or subpoena shall immediately be communicated by the recipient to counsel for Defendant telephonically, and then confirmed immediately thereafter in writing, so that Defendant will have an opportunity to intervene to assert what rights it may have to non-disclosure prior to responses to said order, inquiry or subpoena. Plaintiff specifically warrants that he will not directly or indirectly initiate any conversation or other communication with any person regarding this Settlement, or the matters giving rise to this Settlement prior to the filing of the motion for approval of this Settlement by the Court. If asked about this Settlement or the matters giving rise to this Settlement, Plaintiff shall respond by stating only that “the matter was resolved,” or words to that effect.

To permit judicial review and approval of the Settlement, as required by Labor Code section 2698, *et seq.*, Plaintiff’s Counsel will file the Settlement with the Court and submit the Settlement to the LWDA as part of the Parties’ seeking Court approval of the Settlement, per Labor Code section 2699(1)(2).

10. **Publicity.** Neither side shall publicize the Settlement, including but not limited to communications through any social media, unless so ordered by the Court.

11. **Judgment.** As part of the Motion to approve the Settlement, Plaintiff shall submit a proposed order and judgment which enters judgment in the Action in accordance with the terms of the Settlement and which retains jurisdiction of the Court over the Action for the purpose of enforcing the terms of the Settlement following approval of the Settlement. This Settlement is expressly conditioned upon the Court entering an order as set forth herein and full funding of the Gross Settlement Amount by Defendant. The Parties agree to reasonably cooperate in preparing any other filings required by the Court for the approval of this Settlement.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator.** The Parties agree to use ILYM Group, Inc. to handle the administration of this Settlement.

2. **Provision of Information for PAGA Group Members.** Within seven (7) calendar days after the Effective Date, Defendant shall provide the Settlement Administrator with information for PAGA Group Members. Specifically, Defendant will, in good faith, compile from its records a list of PAGA Group Members that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and shall include each PAGA Group Member's full name, last known mailing address, last known telephone number, start date(s) of employment, end date(s) of employment, number of pay periods during the Settlement Period, and Social Security numbers. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement.

Within seven (7) business days of receiving the PAGA Group Members' information from Defendant, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the Individual Settlement Payments to each PAGA Group Member and the data used to calculate said payments. The Settlement Administrator shall obtain approval from all counsel for the Parties of the calculations before mailing Individual Settlement Payments.

3. **Individual Settlement Payments.** Upon receipt of the information for PAGA Group Members, the Settlement Administrator will perform a search on the National Change of Address database to update the PAGA Group Members' addresses, as applicable.

Within fifteen (15) business days after the Gross Settlement Amount is deposited, the Settlement Administrator shall mail the Individual Settlement Payments to all PAGA Group Members via First-Class U.S. Mail.

The Parties agree that there is no statutory right for any PAGA Group Member to opt out or otherwise exclude himself or herself from the Settlement.

Each Individual Settlement Payment shall be deemed penalties and reported on an IRS Form 1099.

Checks will remain negotiable for one hundred eighty (180) days from the date they are mailed by the Settlement Administrator. Any check that is not negotiated within one hundred eighty (180) days of mailing to a PAGA Group Member shall be transferred to the Controller of the State of California per California's Unclaimed Property Law to be held in the name of the PAGA Group Member, and shall be deemed unpaid residuals pursuant to California Code of Civil Procedure Section 384(a). The Parties agree to avoid any potential interest obligation under California Civil Procedure sections 382-384, *et seq.*

4. **Undeliverable Individual Settlement Payments.** Any Individual Settlement Payments returned to the Settlement Administrator as non-delivered shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Individual Settlement

Payment. If an updated mailing address is identified, the Settlement Administrator shall resend the Individual Settlement Payment to the PAGA Group Member immediately, and in any event within five (5) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each PAGA Group Member.

Defendant fully discharges its obligations to those PAGA Group Members to whom Defendant will pay an Individual Settlement Payment through the Settlement Administrator's initial mailing of a check, regardless of whether such checks are actually received and/or negotiated by PAGA Group Members.

5. **Payment of Remainder.** Within fifteen (15) business days after the Gross Settlement Amount is deposited, the Settlement Administrator will mail the following payments: (1) the 75% share of the Net Settlement Fund to the LWDA; (2) Court-approved attorneys' fees and costs to Plaintiff's Counsel; (3) Court-approved incentive payment to Plaintiff; and (4) Court-approved administration costs to the Settlement Administrator.

6. **Accounting.** The Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the Settlement as soon as practicable after the check cashing deadline described in Section IV.3.

7. **Tax Consequences.** Individual Settlement Payments made under this Settlement will be attributed 100% as penalties and paid via IRS Form 1099 issued to each PAGA Group Member. The PAGA Group Members shall be responsible for paying all applicable state, local and federal income taxes on amounts received pursuant to this Settlement and they shall not seek indemnification from Defendant in this regard. Neither Plaintiff nor Defendant, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement.

V. MISCELLANEOUS PROVISIONS

1. **Successors.** This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors.

2. **Governing Law.** This Settlement shall be construed under and governed by the laws of the State of California, without regard to choice of law principles. All questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Settlement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement, it shall be brought in the State of California, County of Los Angeles.

3. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this Settlement has been made to them and acknowledge and represent that this Settlement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the Action. This Settlement cannot be amended or modified except by a writing signed by the Parties hereto.

4. **Nullification of Settlement.** In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason,

then this Settlement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.

5. **Judgment and Continued Jurisdiction.** After approval of this Settlement, the Court will have continuing jurisdiction per California Code of Civil Procedure section 664.6 solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement; (ii) settlement administration matters; and (iii) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement.

6. **Authorization to Enter into Settlement.** Counsel for the Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If they are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Hon. Carl West (Ret.) to resolve such disagreement.

7. **Execution and Counterparts.** This Settlement is subject only to the execution of the Parties. However, the Settlement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument.

8. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement is a fair, adequate and reasonable settlement of the Action, and have arrived at this Settlement after arm's length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

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

10. **Severability.** If any term or provision of this Settlement is held to be invalid or unenforceable, the remaining portions of this Settlement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Settlement, to the extent necessary to permit the enforceability or validation of the term or provision.

11. **Waiver.** No waiver of any condition or covenant contained in this Settlement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

12. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

13. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. Accordingly, this Settlement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement.

14. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement has been executed with the consent and advice of counsel and reviewed in full.

15. **Cooperation and Execution of Necessary Documents.** The Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement. The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to seek the Court's approval of this Settlement are timely filed. Plaintiff agrees to provide Defendant with a draft of their approval motion and supporting documents five court days prior to filing for Defendant's review.

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

[THIS SPACE IS INTENTIONALLY BLANK]

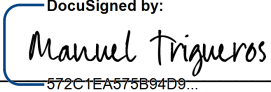
[SIGNATURES APPEAR ON FOLLOWING PAGES]

17. **Denial of Liability.** The Parties expressly recognize that this Settlement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the Action is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement may be used in any Court proceeding that has as its purpose the interpretation, implementation or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

IN WITNESS THEREOF, the Parties to this Settlement each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

MANUEL TRIGUEROS DUBON

12/1/2021
Date: December ____, 2021

By: 
Manuel Trigueros Dubon

BRENTWOOD COUNTRY CLUB LOS ANGELES

Date: December____, 2021

By: _____
Name: _____
Title: _____
Brentwood Country Club Los Angeles

17. **Denial of Liability**. The Parties expressly recognize that this Settlement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the Action is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement may be used in any Court proceeding that has as its purpose the interpretation, implementation or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

IN WITNESS THEREOF, the Parties to this Settlement each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

MANUEL TRIGUEROS DUBON

Date: December __, 2021

By: _____
Manuel Trigueros Dubon

BRENTWOOD COUNTRY CLUB LOS ANGELES

Date: December 9, 2021

By: _____
Name: K. C. KANT
Title: GM / COO
Brentwood Country Club Los Angeles

APPROVED AS TO FORM AND CONTENT:

MOON & YANG, APC

Date: December_____, 2021

By: _____

Kane Moon, Esq.
Allen Feghali, Esq.
Attorneys for Plaintiff Manuel Trigueros
Dubon and PAGA Group Members

**CONSTANGY, BROOKS, SMITH &
PROPHETE, LLP**

Date: December 9, 2021

By: _____



Kenneth D. Sulzer, Esq.
Anthony Sbardellati, Esq.
Matthew Scholl, Esq.
Attorneys for Defendant
Brentwood Country Club Los Angeles

APPROVED AS TO FORM AND CONTENT:

MOON & YANG, APC

Date: December 1, 2021

By: _____


Kane Moon, Esq.

Allen Feghali, Esq.

Attorneys for Plaintiff Manuel Trigueros

Dubon and PAGA Group Members

**CONSTANGY, BROOKS, SMITH &
PROPHETE, LLP**

Date: December _____, 2021

By: _____

Kenneth D. Sulzer, Esq.

Anthony Sbardellati, Esq.

Matthew Scholl, Esq.

Attorneys for Defendant

Brentwood Country Club Los Angeles